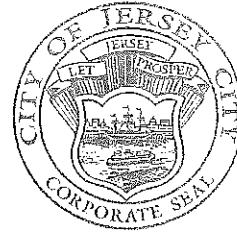


Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.696

Agenda No. 10.A

Approved: OCT 14 2015



TITLE:

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2015 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

COUNCIL

adoption of the following resolution:

offered and moved

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2015 Municipal Budget:

ITEM	FROM	TO
Recreation for Individuals with Disabilities(ROID)	0.00	20,000.00
Port Authority Grant FY2014-Fire	214,500.00	217,500.00
Port Authority Grant FY2015-Police	1,004,590.00	539,358.00
Urban Areas Security Initiative	0.00	1,896,796.00
Woman, Infants & Children (WIC)	0.00	1,769,291.00

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

ITEM	FROM	TO
Recreation for Individuals with Disabilities(ROID)	0.00	24,000.00
Port Authority Grant FY2014-Fire	214,500.00	217,500.00
Port Authority Grant FY2015-Police	1,004,590.00	539,358.00
Urban Areas Security Initiative	0.00	1,896,796.00
Woman, Infants & Children (WIC)	0.00	1,769,291.00

BE IT FURTHER RESOLVED that the sum of \$4,000.00 representing the match amount required for the Recreational Opportunities for Individuals with Disabilities Grant is hereby appropriated under the caption "Matching Funds for Grants" in the CY2015 Budget.

BE IT FURTHER RESOLVED that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2015 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

Initiator

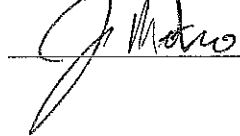
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-5042	JMETRO@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to request the insertion of special items of revenue in the municipal budget when such items have been made available after the adoption of the budget.

I certify that all the facts presented herein are accurate.



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.697

Agenda No. 10.B

Approved: OCT 14 2015

TITLE:

RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING THE BEST PRACTICES INVENTORY QUESTIONNAIRE



COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, the State's Fiscal Year 2016 Appropriations Act (P.L. 2015, c.63) requires municipalities to complete a Best Practices Inventory; and

WHEREAS, Local Finance Notice 2015-17 dated September 9, 2015 directs that the City of Jersey City must complete the Inventory and return it to the Division of Local Government Services by October 16, 2015; and;

WHEREAS, the Chief Financial Officer has coordinated with the Business Administrator to gather the necessary information needed to complete the Best Practices Inventory Questionnaire and have certified same; and

WHEREAS, the data collected by the Division of Local Government Services will be used to encourage municipalities to consider and embrace a range of best practices that will help improve financial accountability and transparency; and

WHEREAS, the results of this Best Practices Inventory Questionnaire will enable the Division of Local Government Services to determine how much aid will be allocated under the Consolidated Municipal Property Tax Relief Act and Energy Tax Receipt Act; and

WHEREAS, the Act requires the completed questionnaire be an agenda item for discussion at a Municipal Council meeting and the Municipal Clerk to certify to such; and

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City accepts the Best Practices Inventory Questionnaire as prepared by the Chief Financial Officer and Business Administrator.

APPROVED:

Donna Mayer, CFO

APPROVED AS TO LEGAL FORM

Joanne Monahan

APPROVED:

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING THE BEST PRACTICES INVENTORY QUESTIONNAIRE

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	201-547-5042	DonnaM@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

<p>The resolution is the City's response to the State's Fiscal Year 2016 Appropriations Act (P.L. 2015, c.63), that requires municipalities to complete a Best Practices Inventory. The data collected by the Division of Local Government Services will be used to encourage municipalities to consider and embrace a range of best practices that will help improve financial accountability and transparency.</p>
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I certify that all the facts presented herein are accurate.



Best Practices Worksheet CY 2015/SFY2016

Jersey City City (Hudson)			
0906	Please see Color Key at bottom of sheet for limits on answers		
Answer	Question		Comments
	General Management - GM		
1	Yes	Sharing services has been promoted for many years as a means to control costs. In addition to sharing resources such as labor, facilities and equipment with a county or with neighboring communities, shared services include similar agreements with school boards, independent authorities and fire districts. Shared services do not include cooperative purchasing, cooperative pricing or commodity resale agreements. <u>Did your municipality actively negotiate (i.e. meet with representatives from a neighboring town, your county or another local unit) and/or enter into at least one new shared service agreement, or actively negotiate or enter into the renewal of at least one existing shared service agreement, in the preceding year?</u>	The City has a shared service agreement with the Board of Education and a separate agreement with the Jersey City Incinerator Authority.
2	Yes	If a final judgment has been entered against the municipality and there is no further adjudication, or if the municipality reaches a final settlement, has your municipality satisfied its obligations under a final judgment or settlement in a timely fashion pursuant to their terms (e.g. tax appeals, tort claims, contractual disputes)? <u>This question cannot be answered "Yes" if your municipality has satisfied a judgment or settlement but additional interest and/or other penalties have been imposed as a result of noncompliance with the terms thereof.</u> This question does not apply to claims adjudicated or settled by the municipality's JIF or insurance carrier.	
	Yes	Has your municipality adopted a vehicle use policy prohibiting personal use of municipal vehicles (except for commuting), and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)? Only answer "N/A" if your municipality does not have any municipally-owned vehicles.	
4	Yes	Has the appropriate administrative official reviewed the <u>State Comptroller's June 25, 2013 Report</u> on local government legal fees, and does your municipality follow the best practices outlined in the checklist annexed as an Appendix to the report?	

Best Practices Worksheet CY 2015/SFY2016

Jersey City City (Hudson)			
0906	<i>Please see Color Key at bottom of sheet for limits on answers</i>		
Answer	Question		Comments
5	Yes	Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget (including the full adopted budget for the current year when approved by the governing body); most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?	
6	Yes	Does your municipality require its elected officials to attend on an annual basis at least one instructional course covering the responsibilities and obligations of elected officials (for example: ethics, municipal finance, labor relations, risk management, shared services, purchasing, land use administration, personnel, technology etcetera)? This item may be satisfied either through a course approved for continuing education credit by DLGS, or in-house education provided by a professional, vendor or staff member (provided they have significant expertise in their profession and routinely prepare public presentations).	
	Yes	With regard to your municipality's collective bargaining agreements that replaced contracts expiring on or after 1/1/11, is the overall impact of the aggregate economic costs limited to an average increase of 2% or less per year over the contract term?	
	Yes	A municipality's participation in FEMA's <u>National Flood Insurance Program Community Rating System</u> can lead to significant flood insurance premium reductions for its homeowners. An explanation of the program may be found on FEMA's website at http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system , and more information on how the NJDEP's statewide CRS coordinator can assist with improving your rating can be found at http://www.nj.gov/dep/floodcontrol/about.htm . <u>Does your municipality have, or is your municipality in the process of attaining, a Community Rating System ranking of at least Class 9?</u>	

Best Practices Worksheet CY 2015/SFY2016

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	Yes	If the ratio of assessed values to market values in your municipality is presently less than 65%, is your municipality in the process of conducting a reassessment or revaluation?	The City is currently in litigation with the firm contracted to perform the revaluation.
10	Yes	The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Forms. Compliance by local elected officials is particularly important. <u>Have all of your local elected officials filed their Financial Disclosure Form in 2015 that covers the 2014 calendar year?</u>	
	Yes	Many municipalities have created one or more authorities (including fire districts, utilities authorities, redevelopment authorities, housing authorities, port authorities, etc.) to provide greater focus and attention on addressing a public need, or to reduce governing body burdens. While creation of an authority is often appropriate, and many authorities successfully fulfill their missions, authorities with weak membership or insufficient local-level monitoring can become wasteful, inefficient and unresponsive to the public they serve. <u>N.J.S.A. 40A:5A-20</u> allows a local governing body to dissolve an authority subject to certain parameters and with Local Finance Board approval. Municipalities should at least annually assess the authority or authorities they created and publicly discuss their findings and conclusions. Findings and conclusions should address whether the authority's continued existence is appropriate, and whether the authority is appropriately and efficiently serving its residents. <u>Does the governing body meet at least once annually to discuss an assessment of the authority or authorities they have created?</u>	

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Best Practices Worksheet CY 2015/SFY2016

		Jersey City City (Hudson)	
0906		Please see Color Key at bottom of sheet for limits on answers	
Answer	Question		Comments
	Finance & Audit - FA		
12	Yes	Internal accounting control processes, procedures and authorizations are designed to safeguard assets and to limit the risk of loss or misstatement. <u>1) Are internal accounting control processes, procedures and authorizations documented and communicated to staff; and 2) Does your Administrator/Manager or CFO, as appropriate, evaluate and discuss risk assessment annually with your governing body or an appropriate subcommittee thereof (such as the Audit or Finance Committee) with a focus on developing and updating accounting control processes, procedures and authorizations?</u> If you selected "yes", please state in the Comment section in the approximate date of the discussion and whether the discussion was with the governing body or, if with a subcommittee thereof, name the subcommittee.	Discussion of internal accounting processes, procedures, and authorizations are incorporated in discussion with the governing body during Municipal Council Departmental Budget Hearings. These meetings are scheduled beginning in April.
13	Yes	In Local Finance Notice 2007-5, the Division issued guidance concerning the collection and accounting of fees by mayors for the performance of marriage and civil union ceremonies. If your municipality's mayor collects fees for performing weddings and civil unions, are the guidelines on pages 2 and 3 of LFN 2007-5 being followed?	
14	Yes	Does your municipality have a Finance Committee (or equivalent) made up of one or more members of the governing body and other appropriate personnel, as may be needed, that meets at least <u>quarterly</u> and discusses all significant financial issues? If you answer "Yes", phrase state in the Comment section the approximate date of your municipality's most recent Finance Committee meeting.	Executive Order 2015-006 implements fiscal oversight and management protocol. The Budget Oversight Committee's next meeting is scheduled for Wednesday, October 14th.
	No	Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. <u>Have all audit findings from the 2013 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2014 audit?</u> If the answer is no, please list the repeat findings in the comments section. Only answer "N/A" if there were no audit findings in 2013. If your municipality wishes to appeal the result of this question, the Director shall determine based on the comment(s) whether the finding(s) is/are sufficiently material to warrant a "no" answer.	Unfunded Deferred Charges to Future Taxation and Water Rents in excess of five years old. Unreconciled balances CDBG, HOME, HOPWA, ESG and UEZ Grants. Fixed Asset Maintenance procedures are not being followed.

Best Practices Worksheet CY 2015/SFY2016

Jersey City City (Hudson)			
0906	<i>Please see Color Key at bottom of sheet for limits on answers</i>		
	Answer	Question	Comments
16	Yes	The CFO should be capable of preparing the annual financial statement, annual debt statement and budget schedules. Excessive auditor assistance on these documents could create a perception that the auditor is not truly independent of the client in auditing the client's financial statements. At a minimum, each CFO should prepare balanced and reconciled financial records including books of original entry, general ledgers, subsidiary ledgers and other computer reports that accurately analyze and reflect the municipality's financial position. These records should have sufficient detail for an accountant with sufficient knowledge of New Jersey's municipal accounting system to extract information necessary to prepare financial and debt statements. This requires that, within acceptable tolerance, all financial transactions (cash and non-cash) be posted in the general ledger and that all general ledger accounts be supported by subsidiary ledgers, reports, reconciliations or are otherwise analyzed. <u>A "yes" answer is appropriate if 1) your CFO prepares the annual financial statement, annual debt statement and annual budget, or 2) your CFO presents balanced and reconciled financial records, or 3) you are retaining</u>	
	Yes	Grant programs can create a significant burden on a municipality's cash flow if program expenses are either not timely reimbursed or are charged to other operating accounts instead of to the grant. Are all grant revenues, along with their corresponding appropriations, reviewed at least quarterly to determine that all program expenses have 1) been filed for reimbursement and 2) have been properly charged to the grant, with follow up communication to grantor agencies in instances where payments are delayed?	
	No	<u>N.J.S.A. 40A:5-4 requires municipalities to complete their annual audit for the preceding fiscal year within 6 months after the close of its fiscal year. Further, N.J.S.A. 40A:5-6 requires the municipality's auditor to submit a certified duplicate copy of the audit report and recommendations with the Division within 5 days after filing the original with the municipal clerk. Has your municipality received its completed audit for the preceding fiscal year within the statutory timeframe, and confirmed that your auditor has filed a certified duplicate copy of the audit report with the Division? You may only answer this question "N/A" if the Director expressly granted an extension in response to a governing body resolution petitioning for same.</u>	

Best Practices Worksheet CY 2015/SFY2016

Jersey City City (Hudson)			
0906	Please see Color Key at bottom of sheet for limits on answers		
Answer	Question		Comments
19	No	For its most recent audit period completed, has the municipality: 1) <u>not</u> had findings reported in the Schedule of Findings and Questioned Costs related to potential or actual questioned costs; or 2) <u>not</u> accrued a liability or made payment to a grantor for questioned costs or disallowed expenditures; or 3) <u>not</u> been notified of an amount that must be refunded to a grantor as a result of a contract audit or for any other reason?	
20	Yes	Pursuant to <u>N.J.S.A. 40A: 2-40</u> , the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file their Annual Debt Statement with the Division of Local Government Services. The annual debt statement must be filed electronically following the procedure described in Local Finance Notice 2013-3. <u>Did your municipality file its electronic Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?</u>	
	Yes	<u>Local Finance Notice 2014-09</u> contains important information about the need for municipalities that have certain outstanding debt to abide by requirements to annually disclose certain information with respect to financial conditions. The continuing financial disclosure obligations are required by federal law and local agreements executed as part of past issuances of debt. Failure to comply can result in penalties against local governments and individual officers responsible for various filings. Failure to comply can also result in a lack of access to capital markets. <u>Has your CFO done all of the following: (1) reviewed Local Finance Notice 2014-09; and (2) undertaken, or caused to be undertaken, a review of past compliance with such requirements?</u>	
	Yes	Is your municipality up to date and fully compliant with continuing disclosure obligations as discussed in the previous question?	
Procurement - P			

Best Practices Worksheet CY 2015/SFY2016

Jersey City City (Hudson)			
0906	<i>Please see Color Key at bottom of sheet for limits on answers</i>		
	Answer	Question	Comments
23	Yes	Municipalities and their agencies are allowed to prohibit the award of public contracts to business entities that have made certain campaign contributions exceeding \$300 and to limit the contributions that the holders of a contract can make during the term of a contract to \$300. A model ordinance concerning pay-to-play can be found at http://www.nj.gov/dca/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc . <u>Has your municipality adopted a pay-to-play ordinance pursuant to N.J.S.A. 40A:11-51 that is more restrictive than state statutory requirements?</u>	
24	Yes	Pursuant to N.J.S.A. 52:15C-10(a), municipalities (among other government entities) must notify the State Comptroller within no later than 20 business days of awarding most contracts greater than \$2 million but less than \$10 million. For contracts \$10 million or more, N.J.S.A. 52:15C-10(b) requires written notification to the State Comptroller of any negotiation or solicitation no later than 30 days before advertisement; from which point the State Comptroller has 30 days to approve the procurement moving forward unless said period is waived. Further information on the law and applicable forms is available on the State Comptroller's website. <u>Did your municipality comply with the notice and approval provisions of N.J.S.A. 52:15C-10 in the prior year?</u>	
25	Yes	The Prompt Payment Law, enacted as P.L. 2006 c.96, establishes timing standards for the payment of obligations under a wide range of construction-related contracts. The law seeks to ensure that contractors submitting bills for completed work are paid on a timely, established schedule, and that the full chain of subcontractors receive timely payment from their hiring contractor. Local Finance Notice 2006-21 discusses the law and its impact on local governments. <u>Have your municipality's claim payment procedures been reviewed by legal counsel and appropriate municipal staff to ensure compliance with the Prompt Payment Law?</u>	
26	Yes	Has your municipality established a chain of command as required by N.J.A.C. 5:34-6.1(b) to ensure appropriate individuals are in place to determine when emergency procurement is necessary, and to ensure that the provisions for emergency purchasing set forth in N.J.S.A. 40A:11-6 are properly implemented?	

Best Practices Worksheet CY 2015/SFY2016

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
27	Yes	N.J.S.A. 40A:11-5 (a)(i) states that, if a municipality utilizes the professional services exemption from the Local Public Contracts Law, "The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in the official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the clerk of the [] municipality...". <u>With respect to the award of professional services contracts, is your municipality complying with the above referenced provision of the Local Public Contracts Law?</u>	

Best Practices Worksheet CY 2015/SFY2016

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
		Budget Preparation and Presentation - BP	
28.	Yes	In preparing your annual budget it is important for both the governing body and public to understand the concept of surplus and how it accumulates (or declines) over the years. A formal policy regarding surplus serves as a basis for decisions concerning future financial solvency, and the lack of a policy could lead bond rating agencies to downgrade your municipality's credit rating. In developing said surplus policy your CFO should analyze and explain at least a five-year trend of surplus; illustrating the factors causing each annual increase or decrease. A surplus policy with realistic and sustainable goals can then be determined. <u>Does your municipality have a written policy goal for the amount of surplus available in support of municipal operations, and is this goal evaluated annually?</u>	
29	Yes	In preparing your annual budget, it is important that the impact that current budgeting decisions may have on future years' budgets be presented, evaluated and considered before the governing body takes final action. Long term plans concerning revenue, appropriations, tax levy, tax levy cap and surplus are critical to sustaining (or achieving) a solid fiscal condition. <u>Are budget projections 1) factoring in the impact that the current year's budget may have on the future tax levy (as restricted by the levy cap) and future surplus balances for at least two future year's budgets, and 2) are these budget projections discussed with the governing body?</u>	
	N/A	Certain municipalities have indirectly pledged prompt payment (i.e. issued a guarantee) of debt service with respect to debt issued by counties, independent authorities or developers. Bond Rating Agencies (e.g. Moody's, Fitch, Standard & Poor's) have downgraded certain municipalities' bond ratings to below investment grade for lack of preparation in the event a lender calls in a debt guarantee. <u>If your municipality guarantees any debt, are direct service revenues that may be pledged against debt repayment monitored by the municipal CFO; and to the extent that cash flow from pledged revenue will not satisfy the debt repayment, are sufficient funds held in reserve to satisfy the guarantee or is an existing authorization in place to issue debt (e.g. a bond ordinance) in the event a lender calls in the guarantee?</u>	
31	Yes	Do elected officials receive a written status report at least quarterly on all budget revenues and appropriations as they correspond to the annual adopted budget?	

Best Practices Worksheet CY 2015/SFY2016

		Jersey City City (Hudson)	
0906		Please see Color Key at bottom of sheet for limits on answers	
	Answer	Question	Comments
32	Yes	In developing your multi-year capital plan, is your municipality dedicating sufficient revenues to fund maintenance, repair and eventual replacement of infrastructure such as roads, storm sewers, sanitary sewers and water systems?	
	Yes	<u>N.J.S.A. 40A:4-5</u> requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) unless the Director sets forth a later date pursuant to <u>N.J.S.A. 40A:4-5.1</u> . Did your municipality approve its introduced current year budget no later than the date provided by law or as extended by the Director in Local Finance Notice 2014-21? This question may only be answered N/A if your municipality is under State Supervision.	
	No	<u>N.J.S.A. 40A:4-10</u> requires that calendar year municipalities adopt their budgets no later than March 20 (or September 20 for state fiscal year municipalities), unless the Director sets forth a later date pursuant to <u>N.J.S.A. 40A:4-5.1</u> . Did your municipality adopt its current year budget no later than the date provided by law or as extended by the Director in Local Finance Notice 2014-21? This question may only be answered "N/A" if your municipality is under State Supervision, or delayed its budget adoption because it awaited a Division determination concerning a grant award or Transitional Aid award.	
		Health Insurance - HI	
35	Yes	Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)? Only answer "yes" if no part-time elected or appointed officials receive health benefits. If your municipality has part-time elected or appointed officials who elect to take State Health Benefits Program (SHBP) health benefits (or receive a waiver for not doing so) by virtue of serving in their position continuously since May 21, 2010, you must answer "No". If you answered "No", please list in the Comments section the name and title of each elected or appointed official receiving either health benefits or a waiver payment in lieu of health benefits.	

Best Practices Worksheet CY 2015/SFY2016

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	Yes	Does your municipality conduct a monthly review of health benefit covered lives itemized on health insurance invoices to determine that health insurance invoices do not include employees, former employees, spouses or dependents who should no longer be receiving coverage?	The City's broker continuously monitors the enrollment eligibility of participants.
	No	Municipalities frequently contract with or designate insurance brokers to secure healthcare coverage from insurance carriers. Brokers are typically paid by third-party administrators (TPA's) hired to collect, review and pay healthcare bills. The municipality pays the TPA, who in turn pays the broker. Broker fees are often directly related to the amount of insurance premiums or fees paid by the municipality (i.e. the higher the premium, the larger the broker's commission). Thus, the municipality-broker-TPA arrangement is vulnerable to abuse because brokers could face conflicting incentives in seeking lower-cost insurance alternatives. <u>If your municipality contracts with or otherwise designates an insurance broker, is the structure for broker payments set at a flat-fee rather than on a commission basis (so as to mitigate the risk of brokers recommending more expensive insurance coverage to earn higher fees)?</u>	
	Yes	The State Health Benefits Program (SHBP) offers medical, prescription and dental coverage options for more than 850,000 participants, including employees, dependents and retirees. All plans have substantial networks of healthcare providers, and provide services nationwide. 62% of municipalities, and 33% of counties, within New Jersey participate in SHBP. <u>If your municipality has non-SHBP coverage, as your collective bargaining agreements come up for renegotiation, do your municipality's negotiation proposals seek contract provisions allowing its employees to be switched to SHBP or another non-SHBP plan of lesser cost?</u>	

Best Practices Worksheet CY 2015/SFY2016

		Jersey City City (Hudson)	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	No	<p>Prior to municipal officers and employees being required to substantially share in the cost of their health benefits, there was no disincentive to officers and employees accepting coverage even though they had alternative coverage. Many municipalities would offer payments in lieu of health benefits to encourage officers and employees to voluntarily drop coverage, provided they had coverage from another source. The policy often saved money by replacing the expensive cost of providing health care with the less expensive payment in lieu of health benefits. The need to pay officers and employees money to not take a health insurance benefit they can receive from another source has lessened, because the cost of premium sharing will cause officers and employees to drop coverage if alternative coverage is available. <u>Has your governing body had a thorough and adequate discussion about its current policy regarding payments in lieu of health benefits, its impact on the municipal budget, and whether said payments are still warranted? "N/A" is only applicable where the municipality has a policy of not making payments in lieu of health benefits.</u></p>	

Best Practices Worksheet CY 2015/SFY2016

Jersey City City (Hudson)			
0906	Please see Color Key at bottom of sheet for limits on answers		
Answer	Question		Comments
	Personnel - PE		
40	Yes	<p>The Fair Labor Standards Act (FLSA) is a federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments. The law requires that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with labor counsel for more detailed guidance). <u>Does your municipality refrain from paying overtime to employees who are classified as exempt under the FLSA?</u> In answering this question, be aware that exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings, participation in training sessions, and police "off-duty" assignments (a/k/a "Jobs in Blue"). Also, please note that compensated leave</p> <p>N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us. <u>Has your municipality filed all current contracts with PERC?</u></p>	
	Yes		

Best Practices Worksheet CY 2015/SFY2016

Jersey City City (Hudson)			
0906	<i>Please see Color Key at bottom of sheet for limits on answers</i>		
	Answer	Question	Comments
42	No	Does your municipality make available to the public free of charge, either through an internet posting or on-site review, documents that show the current salaries of all personnel?	
43	Yes	Accurate records of employee time are critical not only for financial accountability, but also effective management of your workforce. Is your municipality ensuring that 1) employees complete and file standardized forms, either electronically or by paper, to verify all employee time worked (e.g. time cards, electronic time keeping); 2) your personnel/human resources office maintains records accounting for all employee leave time earned and used; and 3) supervisors are reviewing and approving/denying employee time and attendance documentation before those records are submitted to management and, in the case of department heads, is such documentation reviewed and verified independently?	
	No	Has your municipality instituted a policy to not compensate employees for sick leave accumulated after a certain date?	
45	Yes	Does your municipality have a transitional duty program (light duty) to encourage employees out on workers compensation to return to work?	
46	Yes	The State Workers Compensation Law provides that, when an employee receives a work-related injury producing temporary disability, the employee is entitled to wage-continuation equal to 70% of the employee's weekly wages, subject to a maximum compensation as determined by the Commissioner of Labor. <u>Does your municipality limit benefits for work-related injuries to the above statutory benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	

Best Practices Worksheet CY 2015/SFY2016

Jersey City City (Hudson)			
0906		Please see Color Key at bottom of sheet for limits on answers	
	Answer	Question	Comments
47	Yes	The weekly benefit rate provided under the State Temporary Disability Law for a non-work-related injury is calculated on the basis of claimant's average weekly wage. Each claimant is paid 2/3 of their average weekly wage up to the maximum amount payable, which is \$604 for disabilities beginning on or after 1/1/15. <u>Does your municipality refrain from supplementing the Temporary Disability benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining. Only answer "N/A" if your municipality does not participate in the State Temporary Disability Program.	
48	Yes	Has your municipality adopted an ordinance, resolution, regulation or policy eliminating longevity awards, bonuses or payments for non-union employees?	
49	Yes	For any employees covered by a collective bargaining agreement, has your municipality eliminated longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing longevity awards, bonuses or payments for employees hired before a specified date? The answer to this question can be "prospective" if such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	
50	No	Employee personnel manuals or handbooks serve as a valuable tool to convey a municipality's policies, procedures and benefits. Many insurance carriers encourage the adoption of such a document and offer discounted rates for their use. These publications should review employees' rights and obligations in areas ranging from discrimination, safety, violence, and harassment to vacation and sick days, holidays, use of township vehicles, smoking and political activity, among others. <u>Has your municipality adopted or updated an employee personnel manual/handbook by resolution or ordinance within the last five years?</u> If yes, please provide in the Comments section the date of the meeting during which the personnel manual was adopted.	

Best Practices Worksheet CY 2015/SFY2016

		Jersey City City (Hudson)	
0906	<i>Please see Color Key at bottom of sheet for limits on answers</i>		
	Answer	Question	Comments
	0	Select	
	40	Yes	
	9	No	
	1	N/A	
	0	Prospective	
	50	Total Answered:	
	41	Score (Yes + N/A + Prospective)	
	82%	Score %	
	0%	Percent Withheld	
Chief Administrative Officer's Certification			
I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.			Certification #(s)
Name & Title			Date
Robert J. Kakoleski, Business Administrator			10/7/2015
Chief Financial Officer's Certification			
I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.			Certification #(s)
Name			Date
Donna L. Mauer, Chief Financial Officer			10/7/2015
Municipal Clerk's Certification			
I hereby certify that the Governing Body of the Jersey City in the County of Hudson discussed/will discuss the CY 2015/SFY 2016 Best Practice Inventory as completed herein at a public meeting on October 14, 2015, with the Inventory results, and the certification thereof by the Chief Administrative and Chief Financial Officers, respectively, to be stated in the minutes of said public meeting.			Certification #(s)
Name			Date
Robert Byrne, Municipal Clerk			10/7/2015

Best Practices Worksheet CY 2015/SFY2016

	Jersey City City (Hudson)			
0906	<i>Please see Color Key at bottom of sheet for limits on answers</i>			
	Answer	Question		Comments
	Red = Repeat Question; Prospective answers not permitted			
	Blue = Questions where neither "not applicable" nor "N/A" answers are permitted			
	Green = Repeat questions where neither "Prospective" nor "Not Applicable" are permitted			
	No Color = "Yes", "No", "Prospective" and "Not Applicable" are all permissible answers			
	# of Questions scored yes, prospective, or "not applicable"	Amount of Aid Disbursed	Impact on final 5% aid payment/impact on total aid	
	41-50	100%	No penalty	
	33-40	80%	Lose 20% which equals 1% of total aid	
	25-32	60%	Lose 40% which equals 2% of total aid	
	17-24	40%	Lose 60% which equals 3% of total aid	
	9-16	20%	Lose 80% which equals 4% of total aid	
	0-8	0%	Lose 100% which equals 5% of total aid	
	Question	Table of Weblinks		
	4	http://nj.gov/comptroller/news/docs/press_local_government_legal_fees.pdf		
	8	http://www.fema.gov/national-flood-insurance-program-community-rating-system		
	8	http://www.nj.gov/dep/floodcontrol/about.htm		
	13	http://www.nj.gov/dca/divisions/dlgs/lfn/07/2007-5.doc		
	20	http://www.nj.gov/dca/divisions/dlgs/lfn/13/2013-3.pdf		
	21	http://www.nj.gov/dca/divisions/dlgs/lfn/14/2014-09.pdf		
	23	http://www.nj.gov/dca/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc		
	24	http://www.nj.gov/comptroller/compliance/index.html		
	25	http://www.nj.gov/dca/divisions/dlgs/lfn/06/2006-21.doc		
	33 & 34	http://www.nj.gov/dca/divisions/dlgs/lfn/14/2014-21.pdf		

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.698

Agenda No. 10.C

Approved: OCT 14 2015

TITLE:



RESOLUTION HONORING INEZ FRYE FOR HER NUMEROUS CONTRIBUTIONS TO THE CITY OF JERSEY CITY.

Council as a whole offered and moved adoption of the resolution:

WHEREAS, Inez Elizabeth Frye was born in Newberry South Carolina. Inez is happily married to her husband Samuel J. Fry for 53 years. Inez Frye and her husband were blessed with four sons: Anthony, Ronald, Valentino, and Samuel Frye. Their children have blessed her with 13 grandchildren and four great-grandchildren; and

WHEREAS, Inez Frye received an Associate's Degree in business administration from Voohees College. Inez has served the Jersey City Department of Health and Human Services Office of Senior Affairs, as director of the Maureen Collier Senior Citizens Center for 38 years, and also a counselor for the New Jersey State Health Program, making lives better and easier for thousands of our most treasured citizens; and

WHEREAS, Inez has received numerous awards, including the 2009 City of Jersey City Woman of Action, 2006 Bobbie Morgan Civic Association Valentine's Day award, Marion Garden After School Black History Month, 2005 Afro American Society, 2002 Hattie Boyer Memorial Christian Humanitarian Award and the city of Jersey City Women's History Month; and

WHEREAS, Inez is a devoted member of Mount Pisgah AME Church, when she is a member of the Steward Board, Missionary Society and South Carolina club. She is also a member of the Strike Merchants Bowling Club and Scholarship Foundation. Inez was an avid bowler and in her prime was one of the top five bowlers in Hudson County. In October 2007, she was inducted into the USBC WBA Hudson County Bowlers Hall of Fame. Inez is also a member of the Randolph Avenue Block Association, Senator Sandra Cunningham Women Advisory Group and Sarah's Daughters Domestic Violence Awareness foundation.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor **Inez Frye** for being selected as an honoree for **Daring to Make a Difference**.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Navahan
City Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.699

Agenda No. 10.D

Approved: OCT 14 2015

TITLE:



RESOLUTION HONORING PAMELA GARDNER FOR HER NUMEROUS CONTRIBUTIONS TO THE CITY OF JERSEY CITY.

Council as a whole offered and moved adoption of the resolution:

WHEREAS, Pamela Eloise Gardner is the eldest of four daughters born to Audrey Gardner and Edgar Gardner Junior and lifelong resident of Jersey City, New Jersey; and

WHEREAS, Pamela Gardner attended Jersey City Public Schools and received her B.A., and M.A. Degrees from Jersey City State College, now known as New Jersey City University where she majored in special education. She also obtained her learning disabilities teacher consultant certification from the same university. She was formerly a special education teacher, a learning disabilities teacher consultant and a Child Study Team facilitator for the Jersey City Public School District; and

WHEREAS, in November of 2011, **Ms. Gardner** was elected the Hudson County Register of Deeds and Mortgages. Pamela is a life member of the NAACP, she has served as first vice president of the Jersey City branch. She has previously held the positions of third vice president for 4 years, advisor to the Youth Council, chairperson of the political action and membership committees, and has coordinated high school voter registration drives, "Get out the Vote" activities and candidate forums; and

WHEREAS, in 2001, the late mayor Glenn D Cunningham appointed Miss Gardner as a commissioner of the Jersey City Incinerator Authority. In 2008, she was appointed to serve as a member of the community advisory committee to the Jersey City Medical Center after the closing of the Greenville hospital. **Ms. Gardner** was elected president of the New Jersey Association of learning consultants in 2012; and

WHEREAS, Ms. Gardner is currently a mentor for the Sandra and Glenn D Cunningham Foundation, & a member of Senator Cunningham's Women Advisory Group (WAG). She is also a member of the Constitutional Officer's Association of New Jersey where she serves on the Records Committee and she is also currently a member of the International Association of Clerks, Records, Election Officials and Treasurers (IACREOT) serving as a member of the conference planning committee for Records; and

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor **Pamela Gardner** for being selected as an honoree for **Daring to Make a Difference**.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

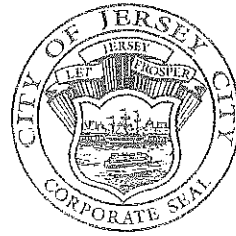
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-700

Agenda No. 10.E

Approved: OCT 14 2015

TITLE:



RESOLUTION HONORING CAROL M. TYLER FOR HER NUMEROUS CONTRIBUTIONS TO THE CITY OF JERSEY CITY.

Council as a whole offered and moved adoption of the resolution:

WHEREAS, Carol M. Tyler was born and raised in Jersey City NJ. Carol stands on the shoulders of powerful women and credits two in particular for inspiring her to commit her time and resources to uplifting others. Her mother, Constance Hagan Tyler, a woman who embraced her community and was steadfast in her commitment in helping others, and her aunt, Irene Hagan Carson; an activist so dedicated to her community that she went from a concerned neighborhood parent to chairperson of the Board of Commissioners of the Jersey City Housing Authority; and

WHEREAS, Carol received her Bachelor of Science degree in Urban Studies from Saint Peter's College. While there she was the first recipient of the Robert Rigby Urban Service Award, named after the late Housing Authority director who was her mentor and friend. Carol received her Master of Science degree in Urban Policy Analysis and Management from the New School of Public Engagement; and

WHEREAS, Carol was a resident leader in the Lafayette Gardens community. While serving on the resident board, a scholarship fund was created in honor of her aunt Irene. This scholarship funded more than 25 college bound high school graduates who lived in Lafayette with awards throughout their college careers; and

WHEREAS, in 1997, Carol began working at the Jersey City Housing Authority as a Resident Manager, her position that allowed her to not only speak up for those residents who could not speak for themselves, but that also allowed her to inspire and motivate public housing residents to find and use their voices as a means of improving their lives, to demand respect and to expect to be provided with adequate services. In 2007 she was introduced to the International Public Policy Institute, a group whose mission is to empower women through United Nations initiatives. She was appointed to its board of directors in 2015; and

WHEREAS, the most important aspect of Carol's life is family. As one of the elders in her family, she continues her mother and aunt's legacy of hard work and community service and is a positive example for her family. She continues to be inspired by her children and grandchildren on a daily basis, as they are the true lights of her life.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Carol M. Taylor for being selected as an honoree for **Daring to Make a Difference**.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

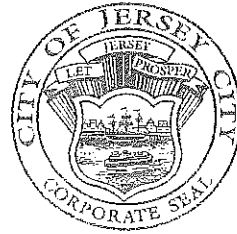
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.701

Agenda No. 10.F

Approved: OCT 14 2015

TITLE:



RESOLUTION HONORING DEACON BRIAN MINUS FOR HIS NUMEROUS CONTRIBUTIONS TO THE CITY OF JERSEY CITY.

Council as a whole offered and moved adoption of the resolution

WHEREAS, Brian Minus is a devoted husband to Shena Minus, together they raised 3 wonderful children: Travis, Jamal and Jamira now into adulthood; and

WHEREAS, in 1995 Brian graduated from Dover Business College with a certificate in Computer Operation. He presently serves 12 years in management and supervisor's roles under the umbrella of PepsiCo, at Tropicana. Today he brings forth a true testimony through the word of God operating a Suit and Tuxedo outlet right down the street from where he grew up, known to many as Gentlemen's Attire; and

WHEREAS, as young man growing up on the street corners of Jersey City Brian has encounter life's obstacles such as dealing with law enforcement, hand to hand combat of a control substance. During that time in which he developed a passion for color coordination, Hip Hop gear, authentic logos, and was submerged in illegal activities and destined for Satan's playground. One afternoon in 1993, God showed up and granted him another opportunity with a gift of life. Instead of a long term jail sentence or being paralyzed from the waist down from the impact of a revolver; and

WHEREAS, In 1998 he accepted God as his personal Lord as savior, thus joining the New Hope Missionary Baptist Church of Jersey City where he transitioned from illegal status to spiritual worshipper. In 2011 he was ordained into Deacon Ministry, sang 10 years on the Male choir, served two terms as President of the Male chorus, 7 years on the Usher board, 2 years as the Ushers President, a member of Hudson County Ushers Association.

WHEREAS, in 2009 Gentlemen's Attire became one of the leading resources in men's high fashion in the Jersey City. Supplying the needs of men and women for weddings, prom's, graduations, and black tie affairs or a night out on the town. Brian believes a man should be Handsome, but elegantly dressed; and

WHEREAS, in 2014 Brain launched out the group known as The Prayer Warriors. Lead by the word of Go., Brian is very humbled to be around such men and women striving toward giving back in the community through Praying, Worship and feeding. Caring for our Community is their model.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Deacon Brian Minus for being selected as an honoree for **Daring to Make a Difference**.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

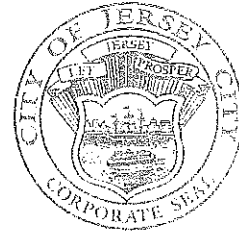
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.702

Agenda No. 10.G

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 96 BELMONT AVENUE, A/K/A BLOCK 16702, LOT 35, F/K/A BLOCK 1920, LOT 1.B

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on October 24, 2005, Theodore White (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$6,000.00 made under the under the Homeowners Rehab Program (HORP); and

WHEREAS the Mortgage was recorded in Book 13712 at Page 00150 of the Register of Deeds for Hudson County; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 96 Belmont Avenue, Jersey City, also known as Block 16702, Lot 35, f/k/a Block 1920, Lot 1.B; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,000.00 affecting 96 Belmont Avenue, Jersey City, also known as Block 16702, Lot 35, f/k/a Block 1920, Lot 1.B.

JLB/he
10/06/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 96 Belmont Ave.
Block - 1920 -Lot1.B**

Initiator

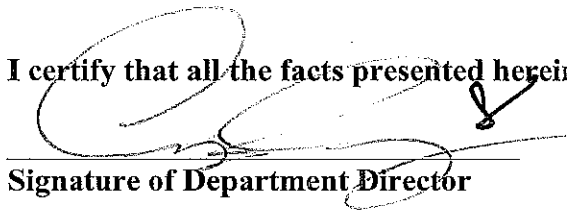
Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla ,	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Grant: Homeowners Rehab Program (HORP) Discharge of a City Mortgage affecting 96 Belmont Ave.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/30/15
Date

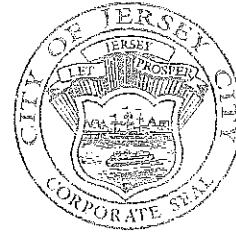
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 1 5.703

Agenda No. 10.H

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 53 WADE STREET A/K/A BLOCK 26503, LOT 8, F/K/A BLOCK 1353, LOT 12

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on December 29, 2004, Berry and Audrey Tucker (Borrowers) executed a Note and Second Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$6,000.00 made under the under the Homeowners Rehab Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 12452 at Page 079 of the Register of Deeds for Hudson County; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 53 Wade Street, Jersey City, also known as Block 26503, Lot 8, f/k/a Block 1353, Lot 12; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,000.00 affecting 53 Wade Street, Jersey City, also known as Block 26503, Lot 8, f/k/a Block 1353, Lot 12.

JLB/he
10/2/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 53 Wade Street
Block -1353 -Lot-12**

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla ,	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Grant: Homeowners Rehab Program (HORP) Discharge of a City Mortgage affecting
53 Wade Street

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/28/15
Date

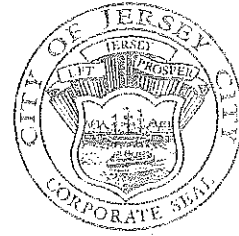
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.704

Agenda No. 10. I

Approved: OCT 14 2015

TITLE:



RESOLUTION APPOINTING CANDACE PITCHER AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF PARKING ENFORCEMENT OF THE CITY OF JERSEY CITY

COUNCIL Offered and Moved Adoption of the following Resolution:

WHEREAS, N.J.S.A. 40A:5-21 permits Municipalities to establish petty cash funds and appoint a custodian of such funds; and

WHEREAS, Candace Pitcher has been appointed as the new custodian of the petty cash fund for the Division of Parking Enforcement; and

WHEREAS, the Council has reviewed the qualifications of Candace Pitcher and considers her well qualified to serve as the Custodian of the Division of Parking Enforcement of the City of Jersey City's petty cash fund.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that Candace Pitcher is hereby appointed Custodian of the petty cash fund for the Division of Parking Enforcement. This petty cash fund has been established in accordance with the rules and regulations of the Director of Local Government Services and shall not exceed the sum of Two Hundred Dollars (\$200.00).

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION APPOINTING CANDACE PITCHER AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF PARKING ENFORCEMENT OF THE CITY OF JERSEY CITY

Initiator

Department/Division	Public Safety	Division of Parking Enforcement
Name/Title	Mary Spinello	Director
Phone/email	(201) 653-6969	mspinello@msn.com

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

A custodian of the petty cash fund is needed and the Division of Parking Enforcement does not have one.

I certify that all the facts presented herein are accurate.

Mary A. Paretti
Signature of Department Director

9/22/15
Date

Resolution of the City of Jersey City, N.J.

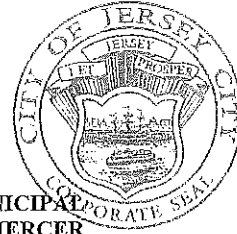
City Clerk File No. Res. 15.705

Agenda No. 10-J

Approved: OCT 14 2015

TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET AND MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 8:30 A.M. AND ENDING 8:00 P.M., SATURDAY, OCTOBER 24, 2015 FOR THE PURPOSE OF THE NEW JERSEY PAELLA FESTIVAL



WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Paella for the World Foundation to close Grove Street from Montgomery Street to Mercer Street and Mercer Street from Marin Boulevard to Grove Street beginning 8:30 a.m. and ending 8:00 p.m., Saturday, October 24, 2015 for the purpose of the New Jersey Paella Festival; and

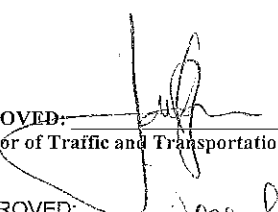
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and

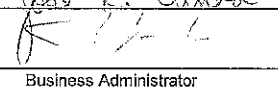
WHEREAS, the request to close both Grove Street and Mercer Street does not meet one or more of the requirements set forth in Sections 296-71(A)(B)(C)(D), 296-72 (2), 296-73(D) and Section 122-8(A)(C) as the event is sponsored by a non-resident, more than one block at a time will be closed and the event will start earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-72, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grove Street from Montgomery Street to Mercer Street and Mercer Street from Marin Boulevard to Grove Street beginning 8:30 a.m. and ending 8:00 p.m., Saturday, October 24, 2015.

APPROVED: 
Director of Traffic and Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

JDS:pcl
(09.23.15)

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

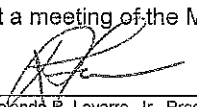
APPROVED 7-0

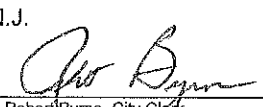
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET AND MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 8:30 A.M. AND ENDING 8:00 P.M., SATURDAY, OCTOBER 24, 2015 FOR THE PURPOSE OF THE NEW JERSEY PAELLA FESTIVAL

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Mayda Alfanso on behalf of Paella for the World Foundation, 352 Pennington St., Elizabeth, NJ 201.471.1329 for the purpose of the New Jersey Paella Festival	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

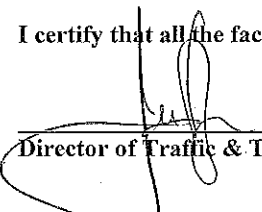
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF BOTH GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET AND MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 8:30 A.M. AND ENDING 8:00 P.M., SATURDAY, OCTOBER 24, 2015

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

9/23/15

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: GROVE ST from MONTGOMERY ST to MERCER ST
MERCER ST from MARIN BLVD to GROVE ST

PURPOSE OF EVENT: New Jersey Paella Festival

BEGINS: 8:30AM ENDS: 8PM
Saturday, October 24, 2015

APPLICANT: Mayda Alfanzo

ORGANIZATION: Paella for the World Foundation

ADDRESS: 352 Pennington St

CITY, STATE, ZIP: Elizabeth NJ

PHONE #: 201.471.1329

BEING WAIVED: More than one block at a time closed, nonresident, start time

ENTIRE SHEET
URBAN RENEWAL SITE



27

GROVE

ST.

28

ST.

ST.

23

MERCER

ST.

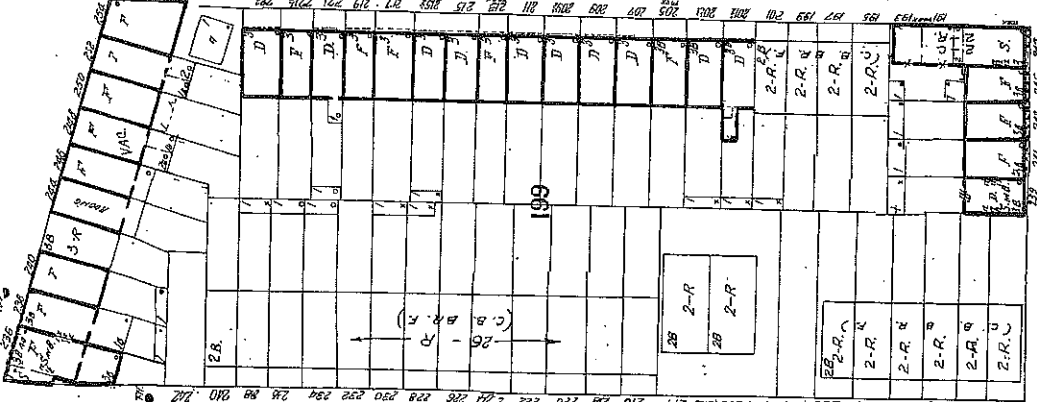
CITY HALL
N.C.

201

PARK'S

(LUIS MUÑOZ) MARIN BLVD.
(CHENDERSON)

100'



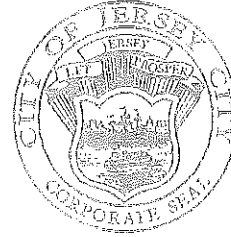
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.706

Agenda No. _____ 10. K

Approved: _____ OCT 14 2015

TITLE:



RESOLUTION APPROVING THE APPOINTMENT OF MUNICIPAL PROSECUTORS FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR TERMS OF ONE YEAR

COUNCIL

offered and moved

adoption of the following Resolution:

WHEREAS, N.J.S.A. 2B:25-4 provides that each Municipal Court in New Jersey shall have a Chief Municipal Prosecutor and Municipal Prosecutors to serve for terms of one year from the date of their appointments; and

WHEREAS, under N.J.S.A. 2B:25-5a, Municipal Prosecutors shall prosecute all offenses within the statutory jurisdiction of the Municipal Court as defined by law, including but not limited to municipal ordinance and municipal code violations pertaining to zoning, land or property use regulation, property maintenance, building or construction; and

WHEREAS, the Mayor has appointed **Armando Molina**, residing at 41 Jefferson Street, Metuchen, New Jersey 08840, for a one year term as Chief Municipal Prosecutor of the Municipal Court of Jersey City, subject to the advice and consent of the Municipal Council; and

WHEREAS, the Mayor has also appointed following Municipal Prosecutors of the City of Jersey City for a one year term:

- (1) **Linda Aristondo** residing at 135 Montgomery Street, Jersey City, New Jersey 07302;
- (2) **Donovan Bezer** residing at 68 Astor Place, Jersey City, New Jersey 07304;
- (3) **Monica Y. Cho** residing at 88 Morgan Street, Unit 1906, Jersey City, New Jersey 07302;
- (4) **Steven Hummel** residing at 1055 River Road, Edgewater, New Jersey 07020;
- (5) **David Labib** residing at 2983 Kennedy Blvd., Suite 301, Jersey City, NJ 07306;
- (6) **Juan A. Lopez, Jr.** residing at 19 Mertz Avenue, Belleville, New Jersey 07109;
- (7) **James McCaffery** residing at 101-35 Shearwater Court, Jersey City, New Jersey 07305;
- (8) **Estelle Munn** residing at 64 Towers Street, Jersey City, New Jersey 07305;
- (9) **Paul Scalia** residing at 3571 Kennedy Boulevard, Jersey City, New Jersey 07307;
- (10) **Jay Yacker** residing at 1025 Park Avenue Plaza, Hoboken, New Jersey 07030.

which appointments are subject to the advice and consent of the Municipal Council.

WHEREAS, the Mayor has also appointed the following Part-Time Municipal Prosecutors on an as needed basis for the City of Jersey City for a one year term:

- (1) **Stevie Chambers** residing at 294 Varick Street, Apt. 2, Jersey City, New Jersey 07302;
- (2) **Bhavini Doshi** residing at 203 Pavonia Avenue, Unit 1L, Jersey City, New Jersey 07302;
- (3) **Zahire Estrella** residing at 14 Park Street, Jersey City, New Jersey 07302;
- (4) **John J. Hallanan, III** residing at 111 Gifford Avenue, Jersey City, New Jersey 07305;
- (5) **John McKinney, III** residing at 420 2nd Street, Apt. 2, Jersey City, New Jersey 07302;
- (6) **Megan Morey** residing at 411 2nd Street, Apt. 1, Jersey City, New Jersey 07302;
- (7) **Raymond Reddington** residing at 93 Brookside Avenue, Caldwell, New Jersey 07006;
- (8) **Chaunelle Robinson** residing at 200 Olive Street, Piscataway, NJ 08854;
- (9) **Vincent Signorile** residing at 10 Suburbia Drive, Jersey City, New Jersey 07305.

City Clerk File No. Res. 15.706Agenda No. 10.K OCT 14 2015

TITLE:

**RESOLUTION APPROVING THE APPOINTMENT OF MUNICIPAL PROSECUTORS
FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR TERMS OF ONE YEAR**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City
that:

1. The appointment of **Armando Molina**, as Chief Municipal Prosecutor, be and is hereby approved with a one year term of office to commence on or about November 1, 2015 and to expire on October 31, 2016.
2. The appointments of **Linda Aristondo, Donovan Bezer, Monica Y. Cho, Steven Hummel, David Labib, Juan A. Lopez, Jr., James McCaffery, Estelle Munn, Paul Scalia, and Jay Yacker**, as Municipal Prosecutors, be and are hereby approved with one year terms of office to commence on or about November 1, 2015 and to expire on October 31, 2016.
3. The appointments of **Stevie Chambers, Bhavini Dashi, Zahir Estrella, John J. Hallanan, III, John McKinney, III, Megan Morey, Raymond Reddington, Chaunelle Robinson, and Vincent Signorile** as Part-Time Municipal Prosecutors on an as needed basis, be and are hereby approved with one year terms of office to commence on or about November 1, 2015 and to expire on October 31, 2016.
4. The Chief Municipal Prosecutor and the Municipal Prosecutors shall be compensated on an hourly, per diem, or annual basis in an amount to be determined by the Mayor or Business Administrator.

JF/ms
10/06/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☐Not Required ☒**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION APPROVING THE APPOINTMENT OF MUNICIPAL PROSECUTORS FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR TERMS OF ONE YEAR

Initiator

Department/Division	Mayor's Office	Mayor's Office
Name/Title	Mark Albiez	Chief of Staff
Phone/email		

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

N.J.S.A. 2B:25-4 requires that each Municipal Court in New Jersey shall have a Chief Municipal Prosecutor and Municipal Prosecutors. The Municipal Prosecutors prosecute offenses, including but not limited to municipal ordinances, code violations and other matters that generate revenue to the City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

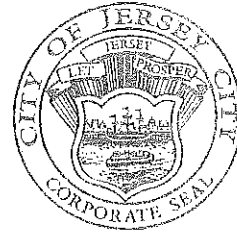
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.707

Agenda No. 10. L

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH HUDSON COUNTY IN CONNECTION WITH A GRANT APPLICATION FOR HUDSON COUNTY/JERSEY CITY TRANSITIONAL GRANT AREA'S FISCAL YEAR 2016 FUNDING TO FUND VARIOUS PROGRAMS SERVICING AIDS PATIENTS

**COUNCIL OFFERED AND MOVED ADOPTION
OF THE FOLLOWING RESOLUTION:**

WHEREAS, the County of Hudson (County) and the City of Jersey City (City) desire to submit a grant application for the Hudson County/Jersey City Transitional Grant Area's Fiscal Year 2016 funding available under the Ryan White Part A HIV Emergency Relief Program; and

WHEREAS, the grant will be used to fund various programs offered by the City for AIDS patients; and

WHEREAS, the grant program requires that the City and the County be co-applicants on the grant application; and

WHEREAS, the City and the County desire to execute an Intergovernmental Agreement to serve as co-applicants; and

WHEREAS, the Intergovernmental Agreement is authorized pursuant to N.J.S.A. 40A:11-5(2);

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that the Mayor is authorized to execute the Intergovernmental Agreement attached hereto with the County of Hudson in order to submit an application for a grant under Ryan White Part A HIV Emergency Relief Program; and

BE IT FURTHER RESOLVED that the Mayor or Business Administrator is authorized to take such other actions that may be necessary to effectuate the purposes of this resolution.

RR
10-1-15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

COUNTY OF HUDSON



**OFFICE OF
THE COUNTY EXECUTIVE**

BRENNAN COURT HOUSE
583 NEWARK AVENUE
JERSEY CITY, NEW JERSEY 07306
PHONE: 201-795-6200
FAX: 201-714-4825

THOMAS A. DE GISE
COUNTY EXECUTIVE

Page 1 of 3

**INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN
THE CITY OF JERSEY CITY AND THE COUNTY OF HUDSON**

I, Thomas A. DeGise, Chief Executive of the County of Hudson (County), and I, Steven M. Fulop, Mayor of Jersey City (City), New Jersey, enter into this Intergovernmental Agreement (IGA) to serve as co-applicants for Hudson County/ Jersey City Transitional Grant Area's (TGA's) Fiscal Year 2016 funding available under the Ryan White Part A HIV Emergency Relief Program.

Consistent with federal legislative requirements, this IGA certifies that:

1. The Hudson County Department of Health & Human Services (DHHS), serving as the County Executive's Ryan White Part A Grantee designee, will exercise oversight responsibilities for implementation of the goals and objectives of the Ryan White Part A Program, including the Ryan White Minority AIDS Initiative (MAI) for all of Hudson County, consistent with federal compliance requirements.
2. The Hudson County HIV/AIDS Services Planning Council (PC) will serve as the principal planning body for HIV/AIDS services in the Hudson County/ Jersey City TGA. Council membership, as designated by the Hudson County DHHS, with the consent of the County Executive, will fulfill the legislative mandates given to the Council in federal law. Representation on behalf of the City of Jersey City will be designated by the Jersey City Department of Human Services with the consent of the Mayor of the City. The Council will:
 - a. Identify the service needs of people living with HIV/AIDS in this TGA, Identifying their demographic characteristics, service gaps, underserved populations and new emerging populations, and planning for new or expanded HIV-related services in response to identified unmet needs.

Page 2 of 3 – IGA between City of Jersey City and Hudson County (FY 2016)

- b. Establish annual service category priorities and recommend annual priorities and service allocations to the Grantee, ensuring that at least 75% of available Ryan White service dollars are allocated to core medical services as defined by the federal Health Resources and Services Administration (HRSA).
 - c. Recommend funding priorities and allocations by Ryan White Service Categories, consistent with a comprehensive Plan.
 - d. Evaluate the administrative mechanism of the Grantee in terms of timely obligation and annual expenditure of Ryan White funds;
 - e. Assist in the mobilization of new resources and funding to increase service coordination, fill service gaps, and avoid duplication;
 - f. Review utilization of Ryan White services and achievement of standardized outcome measures consistent with HRSA requirements;
 - g. Provide relevant information on local services, communities, and needs to the State, as part of the Statewide Coordinated Statement of Need (SCSN), and to local communities to promote HIV-related treatment and support services.
- 3. Council membership will be representative of all HIV/AIDS service providers and consumer populations, including those mandated by HRSA, and will reflect the TGA's infected minority communities and needs:
 - 4. Governance of the Council will be through formal By-Laws. Service provider agencies (sub-grantees) funded by Part A or MAI in this TGA will report to the Hudson County Department of Health & Human Services' Office on AIDS.
 - 5. It is understood that all services provided by the County or its sub-grantees under Ryan White Part A and MAI will continue to be open and available to all HIV infected residents of the County, regardless of municipality of residence.
 - 6. As part of the Ryan White Part A/ MAI Program, the County of Hudson, as Grantee, will continue to allocate Part A funds to local provider agencies in Jersey City, consistent with the geographical area's proportion of the TGA's total living HIV/AIDS cases and its severity of need for outpatient HIV care.

The municipality of Jersey City had 3,077 or 60% of Hudson's County's reported 5,167 people living with HIV/AIDS as of 12/31/14 (NJ Department of Health's HIV/AIDS Reporting System – HARS). Part A Allocations for FY 2015 are reflective of Jersey City's profile as the TGA's HIV/AIDS epicenter. Service provider agencies located within the City account for \$ 3,116,785 or 64% of the TGA's total Ryan White Part A FY 2015 service allocations.

Page 3 of 3 – IGA between City of Jersey City and Hudson County (FY 2016)

In addition, other programs funded to provide HIV medical treatment and medical case management, as well as support services, which are located outside of Jersey City, must serve any eligible Hudson County resident regardless of municipality of residence. Many served reside in Jersey City.

7. The municipality of Jersey City, consistent with the Ryan White federal law's requirement for Maintenance of Effort (MOE), agrees to maintain the City's expenditures for HIV-related Referral Services for Care and Supportive Services at a level equal to the year immediately preceding the fiscal year for which the Grantee is applying to receive Part A funding.
8. All transactions relevant to the transmittal of Part A monies will be the responsibility of the Hudson County Office of Finance and will be held to all safeguards for the appropriate dispersal of funds as per county and federal requirements. All dispersals of Ryan White Part A allocations, including Minority AIDS Initiative (MAI) dollars, will require a contracting process that:
 - a. delineates funding source and program-specific performance standards, outcome measures, and other federal and county requirements, including but not limited to: contractual, fiscal/budgetary, and programmatic monitoring, data reporting requirements, and conditions of award;
 - b. provides for conflict resolution in a timely manner and abides by all fiscal requirements as required by standard fiscal management practices; and
 - c. awards all grant dollars to sub-grantees by Resolution of the Board of Chosen Freeholders of Hudson County and County Executive approval.
9. As fiscal agent for, and fiscal manager of, the Ryan White funds awarded to this TGA, Hudson County agrees to indemnify and hold harmless the City of Jersey City from and against any and all claims or causes of action by and on behalf of any person, firm, corporation, or governmental authority, and any and all expenses (including reasonable attorney's fees) or liability, however caused, arising out of any use or expenditure of said grant funds authorized by Hudson County, Hudson County's performance of its obligations under the grant, or any act, failure to act, or negligence of the County or any of its agents, employees, sub-grantees or contractors with respect to said grant.

As Chief Elected Officials of the Transitional Grant Area (TGA) of Hudson County / City of Jersey City, we will abide by all agreements and compliance assurances pursuant to the provisions of Part A of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and its regulations, as designated by signatures to this required assurance document. This Intergovernmental Agreement (IGA) becomes effective with the County of Hudson's submission of the TGA's Ryan White FY 2016 Part A/ MAI Application due to HRSA by November 2, 2015. Agreement by both parties is indicated by their signatures below:

Thomas A. DeGise
Chief Executive of Hudson County
New Jersey

Date

Steven M. Fulop
Mayor, City of Jersey City
New Jersey

Date

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH HUDSON COUNTY IN
CONNECTION WITH A GRANT APPLICATION FOR HUDSON COUNTY/JERSEY
CITY TRANSITIONAL GRANT AREA'S FISCAL YEAR 2016 FUNDING TO FUND
VARIOUS PROGRAMS SERVICING AIDS PATIENTS**

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	547-6800	flanagans@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This authorizes the City and Hudson County to submit an application for the Hudson County/Jersey City transitional Grant Area's Fiscal Year 2016 funding available under the Ryan White Part A HIV emergency relief program. The grant will be used to fund various programs offered by the City for AIDS patients.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

Not Applicable

Fiscal Year 2016

Type of award

Grant

If "Other Exception", enter type**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.708

Agenda No. 10.M

Approved: OCT 14 2015



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WEST SIDE AVENUE FROM COMMUNIPAW AVENUE TO BELMONT AVENUE; BENTLEY AVENUE FROM KENNEDY BOULEVARD TO WEST SIDE AVENUE; GIFFORD AVENUE FROM WEST SIDE AVENUE TO KENNEDY BOULEVARD AND HARRISON AVENUE FROM WEST SIDE AVENUE TO KENNEDY BOULEVARD BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SATURDAY, OCTOBER 17, 2015 AT THE REQUEST OF THE SOUTH HUDSON CIVIC ASSOCIATION FOR THE PURPOSE OF THE 1ST ANNUAL BEST SIDE FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the South Hudson Civic Association to close West Side Avenue from Communipaw Avenue to Belmont Avenue; Bentley Avenue from Kennedy Boulevard to West Side Avenue; Gifford Avenue from West Side Avenue to Kennedy Boulevard and Harrison Avenue from West Side Avenue to Kennedy Boulevard beginning 8:00 a.m. and ending 8:00 p.m. Saturday, October 17, 2015 for the purpose of a the 1st Annual Best Side Festival; and


WHEREAS, in accordance with the provisions of Section 296-71, 296-72 and Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

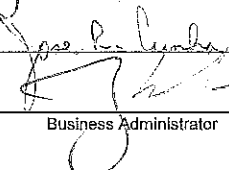
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and


WHEREAS, the request to close West Side Avenue; Bentley Avenue; Gifford Avenue and Harrison Avenue does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(D), 296-72(A)(B)(1)(2), 296-73(D) and 122-8(A)(C) as more than one block at a time will be closed, is sponsored by a non-resident and the event will start earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of West Side Avenue from Communipaw Avenue to Belmont Avenue; Bentley Avenue from Kennedy Boulevard to West Side Avenue; Gifford Avenue from West Side Avenue to Kennedy Boulevard and Harrison Avenue from West Side Avenue to Kennedy Boulevard beginning 8:00 a.m. and ending 8:00 p.m. Saturday, October 17, 2015.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Business Administrator

APPROVED: 
(10.09.15) Corporation Counsel

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☒

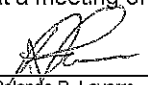
APPROVED 7-0

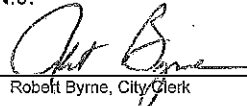
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WEST SIDE AVENUE FROM COMMUNIPAW AVENUE TO BELMONT AVENUE; BENTLEY AVENUE FROM KENNEDY BOULEVARD TO WEST SIDE AVENUE; GIFFORD AVENUE FROM WEST SIDE AVENUE TO KENNEDY BOULEVARD AND HARRISON AVENUE FROM WEST SIDE AVENUE TO KENNEDY BOULEVARD BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SATURDAY, OCTOBER 17, 2015 AT THE REQUEST OF THE SOUTH HUDSON CIVIC ASSOCIATION FOR THE PURPOSE OF THE 1ST ANNUAL BEST SIDE FESTIVAL

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Phil Kenny on behalf of the South Hudson Civic Association 201.852.1253	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

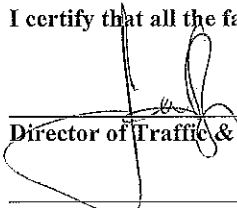
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF WEST SIDE AVENUE FROM COMMUNIPAW AVENUE TO BELMONT AVENUE; BENTLEY AVENUE FROM KENNEDY BOULEVARD TO WEST SIDE AVENUE; GIFFORD AVENUE FROM WEST SIDE AVENUE TO KENNEDY BOULEVARD AND HARRISON AVENUE FROM WEST SIDE AVENUE TO KENNEDY BOULEVARD BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SATURDAY, OCTOBER 17, 2015 FOR THE PURPOSE OF THE 1ST ANNUAL BEST SIDE FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

10/8/15

Date

Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: October 8, 2015

TO: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Council President Lavarro
Councilman Ramchal, Ward B
James Shea, Director, Department of Public Safety

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: PROPOSED STREET CLOSING RESOLUTION

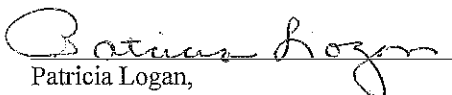
This Division has proposed a Resolution (for the Council's consideration) authorizing the following street closures:

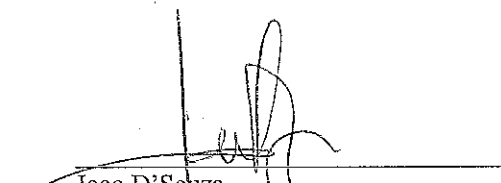
- West Side Avenue from Communipaw Avenue to Belmont Avenue; Bentley Avenue from Kennedy Boulevard to West Side Avenue; Gifford Avenue from West Side Avenue to Kennedy Boulevard and Harrison Avenue from West Side Avenue to Kennedy Boulevard beginning 8:00 A.M. and ending 8:00 p.m., Saturday, October 17, 2015.

This Resolution has been proposed at the request of Phil Kenny on behalf of the South Hudson Civic Association for the purpose of the 1st Annual Best Side Festival.

The Resolution should appear on the Agenda for the October 14, 2015 Municipal Council Meeting.

Feel free to contact Monte Zucker @ ex. 4469 or at MONTE@icnj.org if you have any questions regarding the above street closures.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director Architecture, Engineering, Traffic and Transportation
Mark Albiez, Chief of Staff
Chief Philip Zacche, JCPD
Captain Michael Kelly, West District
Chief Darren Rivers, JCFD
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division, Public Safety
Councilwoman Watterman Councilman Rivera Councilman Gajewski
Councilman Boggiano Councilman Yun Councilwoman Osborne
Councilwoman Coleman

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: WEST SIDE AV from COMMUNIPAW to BELMONT AVS
BENTLEY AV from KENNEDY BLVD to WEST SIDE AV
GIFFORD AV from WEST SIDE AV to KENNEDY BLVD
HARRISON AV from WEST SIDE AV to KENNEDY BLVD

PURPOSE OF EVENT: 1ST ANNUAL BEST SIDE FESTIVAL

BEGINS: 8AM ENDS: 8PM

Saturday, October 17, 2015

APPLICANT: Phil Kenny

ORGANIZATION: South Hudson Civic Association

PHONE #: 201.852.1253

BEING WAIVED: More than one block at a time closed, nonresident, start time

Google Maps Google Maps



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.709

Agenda No. 10.N

Approved: OCT 14 2015

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE APPROVED JERSEY CITY 2015 - 2019 CONSOLIDATED PLAN AND FY 2015 ACTION PLAN AND AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, ON July 15, 2015, the Municipal Council adopted Resolution No. 15.521 Approving Jersey City's 2015-2019 Consolidated Plan and FY 2015 Action Plan and Authorizing Submission to the United States Department of Housing and Urban Development (HUD);

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has made available to the City reallocated Community Development Block Grant (CDBG) funds in the amount of \$341,778 and the City has chosen to accept these funds; and

WHEREAS, the City has made the Plans available for citizen review and comment for a period of thirty (30) days consistent with its Citizen Participation Plan and considered comments received; and

WHEREAS, the City of Jersey City has developed a Five (5) Year Consolidated Plan consistent with the City's needs and federal regulations; and

WHEREAS, the City of Jersey City has prepared an Annual Action Plan detailing projects recommended to receive funding for FY2015; and

WHEREAS, the City of Jersey City has prioritized the preservation of historic residential structures through rehabilitation for affordable households that meet the income requirements of the Community Development Block Grant (CDBG) program; and

WHEREAS, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 574 and 24 CFR Part 576; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), HOME, HOPWA and ESG programs in compliance with such requirements.

NOW, THEREFORE, BE IT RESOLVED

1. That the Five Year Consolidated Plan for FY2015-2019 and the One Year Action Plan for FY2015 be approved. The City Clerk is hereby directed to file said plan with the minutes of this meeting.
2. That the Mayor is authorized to file an application for financial assistance to the Department of Housing and Urban Development and act as the authorized representative of the City and to provide such assurances and/or certifications as required by the regulations for the Consolidated Submissions for Community Planning Development Programs.
3. That it is cognizant of the conditions that are imposed in the undertaking and carrying out of the activities with Federal financial assistance including, but not limited to, those relating to: (a) the relocation of site occupants, (b) the prohibition of discrimination on the basis of race, color, creed, national origin, sex, age or disability, and (c) other assurances as set forth under the certifications.

TITLE:

2015 CDBG – PUBLIC SERVICE PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
ASPIRA Inc. of New Jersey	\$ 17,500
Big Brothers, Big Sisters of Essex, Hudson and Union Counties	\$ 55,200
Boys & Girls Club of H.C. - Heights Outreach	\$ 10,800
Boys & Girls Club of H.C. - Youth Achievement Center	\$ 13,000
C-Line Community Outreach Services Inc.	\$ 14,800
Concordia Learning Ctr. @ St. Joseph's School for the Blind	\$ 12,600
Educational Arts Team, Inc	\$ 17,000
Girl Scouts Heart of New Jersey	\$ 20,000
Grace Van Vorst Community Services	\$ 22,000
H.C. Court Appointed Special Advocates (CASA)	\$ 50,000
Jackie Robinson Little League	\$ 13,500
Hudson Pride Connections Center	\$ 20,000
Jersey City Employment and Training Commission	\$ 114,400
Kennedy Dancers (Inner City Youth)	\$ 15,000
Kennedy Dancers (Senior Citizens)	\$ 10,000
KIDZ 1 st , Inc.	\$ 9,800
Lincoln Park Little League	\$ 13,500
Nimbus Dance Works	\$ 5,000
PAN American Concerned Citizens Action League	\$ 12,000
Philippine American Friendship Committee, Inc. (PAFCOM)	\$ 14,850
Pershing Field Babe Ruth League, Inc.	\$ 13,500
Starting Points	\$ 22,000
Team Walker, Inc.	\$ 10,000
Urban League of Hudson County (General Social Services)	\$ 15,000
Urban League of Hudson County (Power Up)	\$ 9,000
Washington Park Little League	\$ 13,500
WomenRising, Inc. (Domestic Violence Services)	\$ 28,000
WomenRising, Inc. (Strong Foundations)	\$ 32,800
York Street Project -The Kenmare H.S. (Job Readiness Svc.)	\$ 8,000
Youth Summer Programs	\$ 160,277

City Clerk File No. Res. 15.709Agenda No. 10-N OCT 14 2015

TITLE:

2015 CDBG REHABILITATION PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Concordia Learning Center @ St. Joseph's School for the Blind	\$ 42,000
JC Redevelopment Agency (JCRA) - Berry Lane Park	\$ 1,200,000
J.C. Division of Community Development (HORP)	\$ 667,420
J.C. Division of Community Development (Relocation Assistance)	\$ 93,749
J.C. Dept. of Public Works (Sidewalk and Curb Repair)	\$ 846,279
Let's Celebrate, Inc.	\$ 15,000
Philippine Community Center Foundation of N.J.	\$ 35,000
Rebuilding Together J.C, Inc. (Citywide)	\$ 45,000
Team Walker	\$ 98,759
York Street Project	\$ 90,000

2015 HOME PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Administration	\$ 128,431
Garden State Episcopal CDC (Hill Top View Rehab/New) (CHDO Set Aside)	\$ 1,000,000
108 Storms, LLC	\$ 155,880

2015 HOPWA PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Administration	\$ 76,735
Cornerstone Outreach Program – HC Resource Center	\$ 1,014,274
Garden State Episcopal CDC -Hudson CASA Emergency Housing	\$ 81,071
Let's Celebrate, Inc. -Housing Plus - TBRA	\$ 525,651
Let's Celebrate, Inc. -Housing Plus - STRMU	\$ 236,044
Catholic Charities Archdiocese of Newark - Franciska Residence	\$ 273,084
Catholic Charities Archdiocese of Newark - Canaan House	\$ 96,159
Garden State Episcopal CDC -Corpus Christi Ministry Housing	\$ 254,826

2015 ESG PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Catholic Charities Archdiocese of Newark - Hope House	\$ 67,175
Catholic Charities Archdiocese of Newark - St. Lucy's	\$ 173,482
Garden State Episcopal CDC (Hudson CASA) -HPRP	\$ 188,825
Palisade Emergency Residence Corp	\$ 42,581

City Clerk File No. Res. 1 5-709Agenda No. 10.N OCT 14 2015

TITLE:

2015 ECONOMIC DEVELOPMENT PROGRAM**Subrecipient****Recommended Amount**

Hudson Community Enterprises, Inc.

\$ 100,000

Rising Tide Capital, Inc

\$ 300,000

2015 ADMINISTRATION**Subrecipient****Recommended Amount**

J.C. Division of Community Development (DCD)

\$ 1,099,058

J.C. Housing Code Enforcement (HCE)

\$ 89,999

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☒

APPROVED 7-0

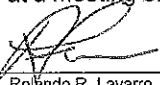
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15

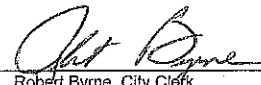
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE APPROVED JERSEY CITY 2015 - 2019 CONSOLIDATED PLAN AND FY 2015 ACTION PLAN AND AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Initiator

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Funding assists agencies and subgrantees to implement various projects/social services for Jersey City residents.

Community Development Block Grant Program	\$5,153,513.00
Emergency Solutions Grant (ESG)	\$ 472,063.00
HOME Investment Partnership Program	\$1,284,311.00
Housing Opportunities for Persons AIDS	\$ 2,557,844.00

Additional Community Development Block Grant (CDBG) Funds

J.C. Division of Community Development (DCD)	\$ 68,355.00
J.C. Dept. of Public Works (Sidewalk and Curb Repair)	\$169,255.00
J.C. Housing Code Enforcement	\$ 17,999.00
J.C. Division of Community Development (HORP)	\$ 67,420.00
J.C. Division of Community Development (Relocation)	\$ 18,749.00

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/6/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-710

Agenda No. 10-0

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH GETTY PROPERTIES CORP. TO ENTER ONTO CITY PROPERTY AT 20 COMMERCIAL STREET

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, Getty Properties Corp., whose address is Two Jericho Plaza, Suite 110, Wing C, Jericho, NY 11753 ("Getty") via its consultant EnviroTrac Ltd., located at 400E Corporate Ct., South Plainfield, New Jersey 07080 ("EnviroTrac") is performing an environmental investigation at the Former Getty Service Station #56925, located at 676 Garfield Avenue in Jersey City, New Jersey under the direction of New Jersey Department of Environmental Protection; and

WHEREAS, Getty and EnvironTrac request the City's permission to access certain vacant property owned by the City of Jersey City ("City"), located at 20 Commercial Street, Jersey City, New Jersey 07306 (the "City Property") for the purpose of performing required remedial investigations to include: (1) Installation of two monitoring wells; (2) Obtaining semi-annual groundwater samples from two monitoring wells; and (3) Abandonment of two monitoring wells (the "Project"); and

WHEREAS, Getty agrees to execute the License Agreement attached hereto to; and

WHEREAS, the City desires to grant permission to Getty and EnvironTrac to access City Property for such limited time and purpose as set forth in the License Agreement.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) Getty is authorized to enter onto City Property for the purpose of performing the activities described in the License Agreement attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

City Clerk File No. Res. 15.710Agenda No. 10.0 OCT 14 2015

TITLE: **RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH
GETTY PROPERTIES CORP. TO ENTER ONTO CITY
PROPERTY AT 20 COMMERCIAL STREET**

- 3) The term of the License Agreement shall be for twenty-four (24) months effective upon execution of the License Agreement by City officials.

BD
10/02/2015

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

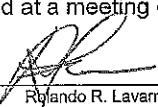
Certification Required ☐Not Required ☒**APPROVED 7-0**

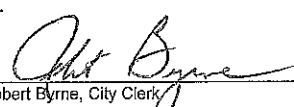
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH GETTY PROPERTIES CORP.
TO ENTER ONTO CITY PROPERTY AT 20 COMMERCIAL STREET**

Initiator

Department/Division	Law Department	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	jfarrell@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Getty requires access upon City property located at 20 Commercial Street to conduct environmental investigation and remediation activities per NJDEP mandate.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made as of October __, 2015 (the "Effective Date") between the City of Jersey City, a municipal corporation of the State of New Jersey, whose address is 280 Grove, St., Jersey City, NJ 07302 (hereinafter "City" or "Licensor") and Getty Properties Corp., whose address is Two Jericho Plaza, Suite 110, Wing C, Jericho, NY 11753 (hereinafter referred to as "Getty" or "Licensee").

WHEREAS, Getty, via its consultant EnviroTrac Ltd., located at 400E Corporate Ct., South Plainfield, New Jersey 07080 ("EnviroTrac") is performing an environmental investigation under the direction of New Jersey Department of Environmental Protection ("NJDEP") at the Former Getty Service Station #56925, located at 676 Garfield Avenue in Jersey City, New Jersey; and

WHEREAS, EnviroTrac is requesting access to certain vacant property owned by the City, located at 20 Commercial Street, Jersey City, New Jersey 07306 (the "City Property") for the purpose of performing required remedial investigations to include: (1). Installation of two monitoring wells; (2.) Obtaining semi-annual groundwater samples from two monitoring wells; and (3) Abandonment of two monitoring wells (the "Project"); and

WHEREAS, access is requested for the limited aforementioned categories of work, which are currently projected to take approximately ten (10) years; and

WHEREAS, the City desires to grant permission to the Licensee to access City Property for such limited time and purpose as set forth herein.

NOW, THEREFORE BE IT RESOLVED, by this Agreement the City grants permission to the Licensee to enter onto City Property under the following terms and conditions:

1. Licensee, its employees, consultants, contractors, subcontractors, agents and assigns are granted a right of entry upon and across the City Property for the Project as described herein.
2. The use of City Property during Project is contingent upon approval of Licensee's work plans by the City Department of Architecture, Engineering, Traffic and Transportation, which shall not be unreasonably withheld.
3. Licensee, at its own cost and expense, shall obtain all governmental approvals (local, state and federal) and any other approvals necessary for the Project.
4. Licensee shall, at its own cost and expense, restore the property as nearly as possible to the condition that existed immediately prior to the commencement of the Project. Should damage occur on the City Property due to acts/omissions of Getty and/or EnviroTrac or its contractors or subcontractors, Licensee will repair the damage at Licensee's cost and expense to original condition as nearly as possible to the original condition.

5. The Project and the use of City Property will be undertaken so as not to interfere with normal vehicular traffic. The Licensee's use of the City Property shall not obstruct improved and open public streets and shall not interfere with their use.

6. The term of this License is for a period of two (2) years as of the Effective Date, which may be renewed by amendment.

7. The use of City Property for activities other than those permitted herein is only upon the review and written approval of the City Engineer and formal amendment to this Agreement, which shall not be unreasonably withheld.

8. The permission hereby granted for use of the City Property may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate or the Business Administrator, giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the City Property which occurred on or prior to the date of revocation.

9. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the City Property permitted herein, excluding consequential damages. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit, excluding consequential damages. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any actual liability, loss, expense or damage resulting from acts occurring prior to termination. This assumption of risk, and indemnification, shall, without limitation, not apply to any claims, actions or damages that may arise out of, be occasioned by, or result from any condition which is solely the responsibility of or that was solely caused by the City or other occupants of the City Property or their respective officers, directors, employees, agents, successors or assigns.

10. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

11. The permission to use the City Property is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permits, permissions and approvals.

12. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

13. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

14. Except to the extent arising out of its willful misconduct, the City shall not be responsible for any loss or theft sustained by the Licensee during its use of the City Property.

15. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the City Property in the amounts and as specified in **Exhibit A**, attached hereto. Licensee or its contractor will supply the City with a copy of its insurance liability policy. Any adjustments to the type and amount of the insurance shall be reasonably determined by the City's Risk Manager. The City shall be named as an insured party.

16. All accidents or injuries to person or any damages to property, occurring as a result of or in connection with the Licensee's use of the City Property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

17. The Licensee's use of the City Property shall be in accordance with all applicable federal, state, county and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the City Property by the Licensee.

18. All equipment installed or used by the Licensee in connection with its use of the City Property that may be removed without damage to City Property shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the Agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

19. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee (which representative may from time to time be changed by written notice from Licensee to Licensor) who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement.

20. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor: Robert Kakoleski
Business Administrator
City Hall
280 Grove Street
Jersey City, N.J. 07302

Licensee: Getty Properties Corp.
Two Jericho Plaza, Suite 110, Wing C
Jericho, NY 11753
Attn.: General Counsel

21. This agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the City Property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

22. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the City Property are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for termination and cancellation of the Agreement.

23. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

This Agreement shall terminate two years after the Effective Date.

IN WITNESS WHEREOF, and in confirmation of Licensee's consent to the terms and conditions contained in this Agreement, and intending to be bound hereby, the Licensor and the Licensee have executed this Agreement as of the below referenced date.

AGREED and accepted to this _____ day of October, 2015.

Getty Properties Corp.

City of Jersey City

By: _____

By: _____

Robert Kakolesski
Business Administrator

Attest: _____

Attest: _____

Robert Byrne
City Clerk

BD
10/01/15

Exhibit A

LICENSEE or its CONTRACTOR shall purchase and maintain the following insurance during the terms of this Agreement:

- Comprehensive General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the LICENSEE with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability.
- Automobile Liability Coverage: naming as insured the LICENSEE with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.
- Pollution Liability Coverage: naming as insured the LICENSEE with not less than ONE MILLION (\$1,000,000.00) DOLLARS limit of liability.
- Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the LICENSEE with NJ statutory limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.
- Professional Liability Insurance: covering as insured the LICENSEE with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the LICENSEE indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the LICENSEE or any one employed by the LICENSEE. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the LICENSEE or its CONTRACTOR shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured.

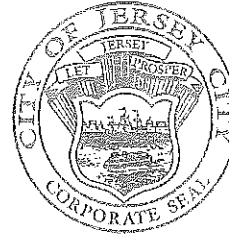
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.711

Agenda No. 10-P

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INVESTMENT AREA PURSUANT TO THE WORKFORCE INVESTMENT ACT

COUNCIL offered and moved adoption of the following resolution;

WHEREAS, the Workforce Investment Act (Act), 29 U.S.C. Sec. 2801 *et seq.*, authorizes the expenditure of federal funds for employment training services in a state determined Workforce Investment Area (WIA); and

WHEREAS, in order to be eligible to receive grants under the Act, the Governor of New Jersey must designate a municipality as a Local Workforce Investment Area (LWIA); and

WHEREAS, the City of Jersey City (City) was designated as a LWIA and is eligible to receive grant funds; and

WHEREAS, in order to receive grant funds, the City must prepare a job training plan which must be approved by the State Department of Labor and must identify the administrator of the grant funds; and

WHEREAS, JCETP was first designated as a one-stop operator prior to the enactment of 29 U.S.C. Sec. 2841 in August 1998; and

WHEREAS, the Jersey City Employment & Training Program, Inc. (JCETP), a nonprofit 501(c)(3) corporation, has been designated as One-Stop Operator for the City LWIA pursuant to 29 U.S.C. Sec. 2841 (d) and (e) of the Act; and

WHEREAS, it has been determined to be in the City's best interests to enter into an agreement with JCETP to administer the City's job training plan; and

WHEREAS, the agreement is authorized pursuant to 29 U.S.C. Sec. 2841(d) and (e) which allows the local Workforce Investment Board, in agreement with the Mayor, to designate an entity to administer the grant funds; and

WHEREAS, the City's agreement term with JCETP, will be effective as of July 1, 2015 and terminate on June 30, 2016, in the amount of \$3,778,447.00; and

WHEREAS, the federal funding for this contract is presently available by WIA grant funds in the following accounts:

a) Adults	2-213-40-558-221	\$846,307
b) Youth	2-213-40-558-222	\$882,506
c) Displaced Workers	2-213-40-558-223	\$531,268
d) TANF	2-213-40-558-224	\$834,625
e) Learning Link	2-213-40-558-229	\$ 62,000
f) WDP	2-213-40-558-230	\$ 95,680
g) PEPP	2-213-40-558-231	\$245,000
h) GA/SNAP	2-213-40-558-234	\$281,061

City Clerk File No. Res. 15.711Agenda No. 10.P OCT 14 2015

TITLE: **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INVESTMENT AREA PURSUANT TO THE WORKFORCE INVESTMENT ACT**

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the agreement, in substantially the form of the attached, authorizing the JCETP to administer the City's LWIA job training plan for a one (1) year period effective as of July 1, 2015 and terminating on June 30, 2016, in the amount of \$3,778,447.00.

APPROVED: Donna Kane CFO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INVESTMENT AREA PURSUANT TO THE WORKFORCE INVESTMENT ACT

Project Manager

Department/Division	Business Administration	Budget Office
Name/Title	Elizabeth Castillo	Supervisor of Accounts
Phone/email	(201)547-5036	Castiloe@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To authorize the JCETP to administer the City's Local Workforce Investment Area (LWIA) job training plan.

Cost (Identify all sources and amounts)

Workforce Investment Act Grant \$3,778,447.00

Contract term (include all proposed renewals)

One (1) year period effective as of July 1, 2015 and terminating on June 30, 2016

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/5/15
Date

**JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM (JCETP)
AND
THE CITY OF JERSEY CITY**

AGREEMENT

This Agreement, entered into this ____ day of _____, 2015 by and between the City of Jersey City, a municipal corporation of the State of New Jersey with its principal offices located at 280 Grove Street, Jersey City, NJ 07302, (The "City") and the Jersey City Employment and Training Program, Inc. ("JCETP"), with its principal offices located at 398 MLK Drive, Jersey City, NJ 07305.

WITNESSETH

WHEREAS, the Workforce Investment Act ("ACT"), 29 USC 2801 et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Investment Area ("WIA"); and

WHEREAS, the City of Jersey City ("City") has qualified for "temporary and subsequent designation" as a WIA under the Act, and the Governor of New Jersey has designated Jersey City as a WIA; and

WHEREAS, JCETP was designated as a one-stop operator prior to the enactment of 29 U.S.C. Sec. 2841 in August 1998; and

WHEREAS, 29 U.S.C. Sec. 2841 (d) and (e) of the Act authorizes the local Workforce Investment Board (WIB) for a WIA, with the agreement of the chief elected official of the WIA, to designate a One Stop Operator for the WIA and the programs initiated under the Act, and

WHEREAS, the Jersey City Employment and Training Program, Inc. ("JCETP") with its specialized and qualitative expertise in operating such programs, has been designated as the One-Stop Operator for the Jersey City WIA by agreement of the WIB servicing the Jersey City WIA and the Mayor of the City of Jersey City.

NOW, THEREFORE, THE CITY AND THE JCETP AGREE AS FOLLOWS:

I. APPLICABILITY OF FEDERAL REGULATIONS AND STANDARDS

The City and the JCETP assure and certify that they shall comply and (where applicable) will require their subcontractors, subgrantees, and subrecipients to comply with the Act and the rules and regulations promulgated to carry out the Act, as well as other applicable federal, state and local laws, rules and regulations.

II. AUTHORITIES AND RESPONSIBILITIES OF THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM

Pursuant to the regulations set forth in the Act, the JCETP shall have overall responsibility to provide the policy guidance and exercise oversight (reviewing, monitoring, and evaluation) with respect to activities under the Act.

The JCETP and the City agree that the success of employment and training programs in Jersey City will be dependent upon the extent to which such program reflects the intent and spirit of the Act, which encourages private sector participation and cooperation. Accordingly, it is intended, by means of this agreement, that the JCETP, be vested with the substantial authority, as defined in the Act, for the administration and delivery of employment and training services as needed by the Jersey City residents.

A. Designation as Administrative Entity.

The JCETP shall be designated herein as the One-Stop Operator for the Jersey City WIA and programs initiated pursuant to the Act, or any other successor statutes, for the term of the Agreement.

As the One-Stop Operator, the JCETP Board of Directors is hereby granted authority to establish a JCETP Executive Board appointed by the Mayor, comprised of seven (7) members to act as JCETP's governing Board of Directors.

The JCETP Executive Board is intended to appoint an Executive Director who will serve as the One Stop Operator for the direct operation of the JCETP while having the full JCETP body

conduct only its overall legislated functions of the policy, guidance, oversight and planning for the Jersey City Employment and Training Program and the WIA.

The JCETP Director and staff will provide the day-to-day JCETP functions related to policy, guidance, oversight and planning and the JCETP Director will be accountable to the JCETP board and its Chairperson.

As per the JCETP organizational chart prepared and submitted as a required part of both Jersey City and Hudson County WIA Plans, the JCETP and Hudson County WIA Directors, having New Jersey Dept. of Labor and Workforce Development defined staff positions, will interact in fostering labor market WIA Program coordination and cooperation.

Additionally, the JCETP Director will attend all Executive Board meetings, as the full JCETP's representative for purposes of communicating actions to the full JCETP Board and vice-versa, and to offer technical assistance and support. The Mayor of Jersey, as chief elected official will be furnished with the official written minutes of all Executive Board meetings.

THE JCETP EXECUTIVE BOARD

The JCETP Executive Board and its Director, as the One-Stop Operator for the Jersey City WIA, will assume the following specific functions, which will be borne solely by the Jersey City WIA.

1. Have input into the development of the local Workforce Investment Plan (hereinafter, "Plan"), which shall be prepared by the Workforce Investment Board (WIB), approved by the full WIB and the Mayor prior to submission of said plan to the Governor for approval;
2. In consultation with the JCETP Executive Board, through its legal counsel, will implement and amend personnel policies and procedures. For those instances, which the JCETP has no applicable personnel policies or procedures, the City's procedures may be adopted. Applicable Affirmative Action and Equal Employment Opportunity provisions will be enforced;
3. Negotiate and enter into separate agreements and contracts with public and private corporations to provide core services, intensive services and on the job training services. Operate its own training programs, and provide other services consistent with and deemed by the JCETP to be necessary for the implementation of the approved Plan for the Jersey City WIA, with such approval by the City as required by federal, state and/ or local laws;

4. Expend funds allocated under the Act for the purposes of implementing and carrying out the approved Plan, as well as such other funds as may from time to time, be made available to the JCETP, with such approval by the City as may be required by federal, state or local laws;
5. In accordance with its own by-laws, rules and procedures, JCETP authorizes its members and/or staff to travel outside Jersey City and outside the State of New Jersey as deemed necessary by the JCETP to achieve the purposes of the Act and approved Plan, subject to such approvals as may be required by federal, state, or local laws or regulations;
6. Establish and maintain a Management Information and Reporting system, acceptable to the City on operations and expenditures, subject to such approval as may be required by federal, state or local laws or regulations;
7. Provide written reports to the City, no less often than once each quarter, on levels of program operation and expenditures, as well as other JCETP activities being conducted in the furtherance of the approved Plan for the WIA;
8. Procure audits of the funds and program activities as required by the Act, and work to resolve questions or irregularities identified through such audits; and
9. Manage a system to hear and resolve grievances which may be brought by program participants, contract service providers, vendors, and other interested parties, as required by the Act.

B. Development of Workforce Investment Plan for WIA

The WIB with input from the JCETP Board shall be responsible for the development of the local Workforce Investment Plan for the Jersey City WIA, as required by Section 118 of the Act.

1. The JCETP, in consultation and coordination with the Department of Administration shall identify the employment needs of the City's unemployed residents, the labor force needs of labor market area employers, and appropriate linkage between funds made available under the Act and education, social service and economic development activities in the area, and shall conduct such other analyses as are required by the Act or which the JCETP determines to be appropriate and necessary to discharge its responsibilities;
2. The JCETP shall solicit the input and participation of the local business community regarding the provision of the program services to eligible residents through the use of business/ employer surveys and evaluating labor market needs;
3. The JCETP, upon obtaining approval of the JCETP Chairperson and Mayor of the City of Jersey, shall be responsible for the preparation, modification and submission of the Workforce Investment Plan. The WIB shall submit the executed Workforce Investment Plan to the Governor of the State of New Jersey for approval.

POWERS AND RESPONSIBILITIES OF THE CITY

A. Designation as the Grant Recipient

Jersey City shall be designated herein as grant recipient for Act funds, for the term of this agreement. As grant recipient, the City shall furnish, or cause to be fulfilled, the following responsibilities:

1. The City, and the Department of Administration, shall maintain oversight control of the current accounting, auditing and management information and reporting systems as required to comply with the Act and other applicable federal and state laws, rules and regulations.
2. The City treasurer shall confirm all Acts funding resources received from the federal government through the State of New Jersey.
3. Such resources shall be transferred to the JCETP's sub accounts with supporting documentation submitted to the City Treasurer and City Controller.
4. The City shall receive bank reconciliation's from the JCETP Executive Board providing control and a proper audit trail as required under the Act.
5. The City shall maintain and exercise a semi-annual internal audit review process of the program to verify all revenues and expenditures comply with the rules, regulations, and guidelines of the Act and other federal, state and local laws.
6. The City shall be entitled to reimbursement of all direct costs as appropriate, such as use of postage system, computer center services, automotive and repair services and employee benefits.

B. Approval of WIA Plan for Jersey City Workforce Investment Ares:

The Mayor, as the Act's Workforce Investment Plan co-signatory, shall review and approve the WIA Plan for the Jersey City WIA prepared by Workforce Investment Board, including any amendments thereto which might be required from time to time. Disagreements on the substance, content or any other aspect of the Plan between the City and the JCETP shall be resolved in accordance with the procedure prescribed in a separate section of this agreement.

III. COMPENSATION

In exchange for providing a job training program during the term of this Agreement, the City shall pay JCETP a total contract amount not to exceed \$3,778,447.

IV. INCORPORATION OF THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM

The JCETP is an incorporated entity and shall remain so in conformance with the laws of the State of New Jersey for the complete term of the Agreement. JCETP's Tax-exempt status as a non-profit corporation under U.S. Internal Revenue Code Sections 501(c) (3) is required and shall remain in force as a condition of this Agreement.

V. INDEMNIFICATION AND INSURANCE

The JCETP may provide for the indemnification of directors, officers and employers, as provided under Title 15 of the New Jersey Statutes (Corporations and Associations Not for Profit).

The JCETP shall purchase and maintain in full force and effect during the term of this Agreement, personal liability insurance for its trustees, officers, directors and members, as authorized under the WIA, or any successor regulations(s).

The JCETP shall purchase and maintain in full force and effect, and shall cause its sub recipients and subcontractors to purchase and maintain in full force and effect, liability insurance to insure against the risks of bodily injury, illness, property damage or any other damages or losses, or with respect to any claims arising out of any activity under a JCETP grant or agreement, whether concerning persons or property in the JCETP organization, in the grant recipient's organization, or in the organization of any sub recipient, subcontractor or other third party.

The JCETP shall purchase and maintain in full force and effect, or cause the sub recipients and subcontractors to purchase and maintain in full force and effect, workmen's compensation insurance for participants as authorized or required by federal, state and/or local law(s), and regulations or guidelines issued hereunder.

The City agrees to defend, indemnify and hold the JCETP and its employees harmless from any and all losses, claims, judgments, expenses, actions, costs, damages, and obligations, including attorneys fees, arising from this Agreement which are not covered by the insurance policies required

to be purchased and maintained in full force and effect by the JCETP and/or its sub recipients and subcontractors as provided herein.

Notwithstanding the foregoing provisions, nothing herein shall protect or purport to protect any trustee, officer, director, or employee of the JCETP against any liability to which he would otherwise be subject by reason of willful misfeasance, fraud, bad faith, breach of a fiduciary or legal duty to the JCETP or reckless disregard of the duties involved in the conduct of his office.

VI. RESOLUTION OF DISAGREEMENTS

It is the joint authority and responsibility of both parties to this Agreement to secure effective service delivery, which provides the most beneficial mix of core, intensive and training services to the eligible residents and private employers of the Jersey City labor market area. In the event that the JCETP and the City cannot reach a mutually satisfactory agreement on approval with the Workforce Investment Plan, as required by the Act, representatives of the JCETP and the City shall meet to attempt to resolve such disagreements. When one or more parties to this agreement concludes that agreement between the JCETP and the City cannot be reached, any and all unresolved issues pertaining to the Workforce Investment Plan shall be submitted to the binding arbitration of the City, and one impartial representative of the Governor's office which is acceptable to the JCETP and the Mayor.

VII. TERM OF AGREEMENT

This Agreement, and its force and effect on the activities, responsibilities and relationships defined herein, shall apply to the period commencing on the 1st day of July 2015 and shall remain in effect until the 30th day of June 2016.

VIII. TERMINATION

Either the City or the JCETP may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party specifying the date of termination. Cause for termination results from the failure of the defaulting party to remedy any default in the performance of its obligations hereunder within ninety (90) working days after the non-defaulting party has given the defaulting party written notice of the default and the nature thereof. Cause for termination may also result from a termination of the grant funds through no fault of either party.

IX. AMENDMENTS

Either the JCETP or the City may propose amendments to this Agreement at any time. Any amendment to this Agreement shall require the approval of a majority of each party hereto as well as the City's governing body, and shall be in written form.

X. NOTICES

All notices hereunder shall be in writing and shall be served either by personal delivery or by first class mail, properly addressed and postage prepaid, as follows:

CITY: Mayor's Office
City Hall
280 Grove Street
Jersey City, NJ 07302

JCETP: JCETP
398 MLK Drive
Jersey City, NJ 07305

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the dates set forth below.

FOR THE JCETP:

Roger Jones, JCETP Executive Board Chairperson

Date: _____

FOR THE CITY OF JERSEY CITY:

Steven M. Fulop, Mayor of City of Jersey City

Date: _____

Robert Byrne, City Clerk

Date: _____

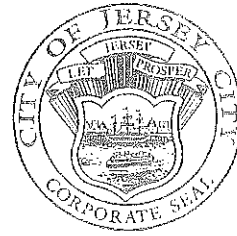
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-712

Agenda No. 10-Q

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE SITE ACCESS AGREEMENT WITH HONEYWELL INTERNATIONAL, INC. TO PERFORM ENVIRONMENTAL INVESTIGATION AND REMEDIATION ACTIVITIES ON CERTAIN CHROMIUM CONTAMINATED SITES WITHIN THE CITY

COUNCIL

offered and moved adoption of the

following resolution:

WHEREAS, Honeywell International Inc. ("Honeywell" or "Licensee"), a corporation with its principal place of business at 101 Columbia Road, Morristown, New Jersey 07962, and its designated Contractor AMEC Engineering ("AMEC") are required to conduct certain environmental investigation and remediation activities pursuant to a Consent Judgment in the matter titled *New Jersey Department of Environmental Protection et al. v. Honeywell International Inc. et al.*, Civ. No. C-77-05 (Sup. Ct. Hudson County, New Jersey) ("Consent Judgment") and pursuant to Honeywell's Master Schedule for chromium sites submitted to the New Jersey Department of Environmental Protection ("NJDEP"); and

WHEREAS, on November 12, 2014, Honeywell entered into an access agreement with the City for permission to enter onto and access certain City properties, also known as, Hudson County Chromium Sites 091, 092, 185, 019, 007, 172, 097, 068, 069 and 130 (the "Initial Investigation Sites"),

WHEREAS, Honeywell must add an additional four investigation sites, all within the City's right-of-way, Site 94 - 18th Street, Site 188 - Henderson Street, Site 189 - Sussex Street and Site 197 - Grand Street (the "Additional Investigation Sites"), which now along with the Initial Investigation Sites constitute the comprehensive list of investigation sites (the "Investigation Sites"); and

WHEREAS, Licensee agrees to execute the First Amendment to the Site Access Agreement attached hereto **Exhibit A**.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) Honeywell is authorized to enter onto those certain City properties set forth above for the purpose of performing the environmental investigation activities, as further set forth in the First Amendment to the Site Access Agreement, attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Site Access Agreement attached hereto; and

TITLE:

**RESOLUTION AUTHORIZING THE FIRST AMENDMENT
TO THE SITE ACCESS AGREEMENT WITH HONEYWELL
INTERNATIONAL, INC. TO PERFORM ENVIRONMENTAL
INVESTIGATION AND REMEDIATION ACTIVITIES ON
CERTAIN CHROMIUM CONTAMINATED SITES WITHIN
THE CITY**

- 3) The term of the First Amendment to the Site Access Agreement shall be concurrent with the term of the Site Access Agreement and will expire on November 15, 2016.

BD
10/01/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING FIRST AMENDMENT TO THE SITE ACCESS AGREEMENT WITH HONEYWELL INTERNATIONAL, INC. TO PERFORM ENVIRONMENTAL INVESTIGATION AND REMEDIATION ACTIVITIES ON CERTAIN CHROMIUM CONTAMINATED SITES WITHIN THE CITY

Initiator

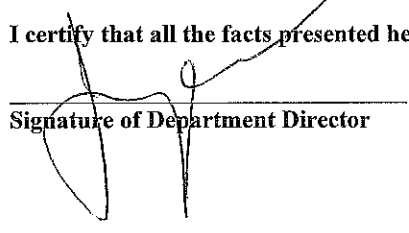
Department/Division	Law Department	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	jfarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Honeywell must access four additional sites all located within City right of ways in order to complete environmental investigations activities as per the NJDEP and Consent Order.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

**FIRST AMENDMENT
SITE ACCESS AGREEMENT - PERMISSION TO ENTER PROPERTY**

**Chromium Contaminated Sites in Jersey City, NJ (Hudson County Chromium Sites
091, 092, 185, 019, 007, 172, 097, 068, 069, 130, 206, 94, 188, 189, and 197)**

This First Amendment to the Site Access Agreement ("Amendment") is made by and between the City of Jersey City ("Owner"), a municipal corporation in the State of New Jersey with its principal office at 280 Grove Street, Jersey City, New Jersey 07302, and Honeywell International Inc. ("Honeywell"), a corporation with its principal place of business at 101 Columbia Road, Morristown, New Jersey 07962, and its designated Contractor AMEC Engineering ("AMEC").

Capitalized terms not defined herein shall have the meaning ascribed to them in the Site Access Agreement, entered into by and between the Owner and Honeywell on November 12, 2014.

The list of Investigation Sites, previously including Hudson County Sites 091, 092, 185, 019, 007, 172, 097, 068, 069 and 130, is being amended with the addition of Hudson County Sites 94, 188, 189 and 197, as identified in the updated Attachment A, attached hereto.

All other terms and conditions set forth for entry onto the Owner's property, set forth in the Site Access Agreement, including but not limited to insurance and indemnification provisions, shall extend to Hudson County Sites 94, 188, 189 and 197.

Concurrent with the Site Access Agreement, this Amendment shall expire November 15, 2016, with an option to renew for the purposes of completing remediation work that may be required pursuant to the Consent Judgment or otherwise required by NJDEP.

The City of Jersey City
By:

Honeywell and AMEC
By:

Date

Date

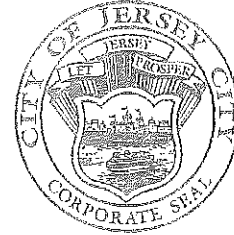
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.713

Agenda No. 10.R

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH, DIVISION OF WOMEN INFANTS AND CHILDREN.

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City is desirous of accepting and executing a grant award which addresses the health and nutritious needs of residents; and

WHEREAS, the State of New Jersey Department of Health and WIC is responsible for administering program to the city of Jersey City.

WHEREAS, this grant is for the period of October 1, 2015 through September 30, 2016 in the amount of \$1,769,291.00.

WHEREAS, to provide supplemental foods and nutrition education to pregnant, breastfeeding, post partum women, infants and children up to the age of five (5) years old who reside in jersey city and meet federal income guidelines program approximate value \$8,900,000; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the State of New Jersey; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to accept the grant award for the City of Jersey City from the NJ Department of Health for 2015/2016 in the amount of \$1,769,291.00
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the WIC Grant, including the administrative compliance and audit.
3. The Mayor and/or Business Administrator is authorized to execute the grant agreement, in substantially the form of the attached.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10 14 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution of the Municipal Council of the City of Jersey City Authorizing the Accepting a grant and authorizing the execution of a grant agreement with the New Jersey Department of Health WIC Program.

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Provide nutrition education and supplemental healthy foods and supplemental foods and nutrition education to pregnant/post partum women and children up to 5 years old for better eating habits.

Cost (Identify all sources and amounts)

Federal Funds: \$1,769,291.00

Contract term (include all proposed renewals)

October 1, 2015- September 30, 2016

Type of award Professional Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

10/5/15

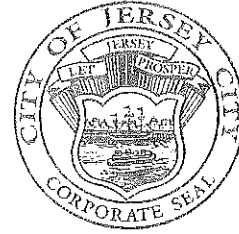
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.714

Agenda No. 10.S

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE PENNSYLVANIA EDUCATION PURCHASING PROGRAM FOR MICROCOMPUTERS (PEPPM) COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, PEPPM is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, PEPPM has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of technology-based goods and services; and

WHEREAS, the City desires to join PEPPM to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the PEPPM; and
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED: [Signature] 10/6/15

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10 14 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rólando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON CONTRACTUAL AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE PENNSYLVANIA
EDUCATION PURCHASING PROGRAM FOR MICROCOMPUTERS (PEPPM) COOPERATIVE
PURCHASING SYSTEM**

Project Manager

Department/Division	Administration	Purchasing
Name/Title	Peter Folgado	Director, QPA
Phone/email	201-547-4896	peterf@jcny.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The nature of technology results in rapidly changing prices and products.

PEPPM has negotiated outstanding prices with key technology vendors that offer technology-based goods and services that may be procured at a significant cost savings through this cooperative purchasing system.

Cost (Identify all sources and amounts)

NONE

Contract term (include all proposed renewals)

N/A

Type of award PEPPM Cooperative Purchasing Participation

If "Other Exception", enter type

Additional Information

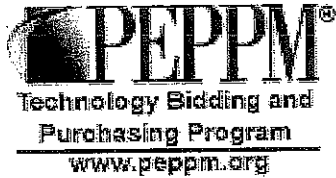
I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

10/6/15
Date



Dear PEPPM Buyer:

Welcome to the PEPPM Buyer's Guide! We look forward to providing schools and agencies like yours with excellent services, bid protection and pricing for the top brands of technology.

For those of you who are new to the PEPPM Program, this bid is the result of a nationally affiliated group of Agencies, coordinated by the Central Susquehanna Intermediate Unit, a.k.a. "CSIU", which seeks and awards bids on technology equipment, software and supplies on behalf of schools, agencies and libraries. This program called PEPPM (pronounced PEP-um), is a national technology bidding and purchasing program for schools, agencies and libraries.

The educational agencies soliciting the bids for their respective jurisdiction have individually awarded bids in their respective states, based on their own applicable statutes. However, the Agencies come together nationally for the purpose of aggregating their demand for product and their buying power. In so doing, they have coordinated the bidding process with each other, and have centrally evaluated the bid responses. After awards, they coordinate on publicizing the contracts to school districts and other eligible agencies.

We have created this PEPPM Buyer's Guide to assist you in making the most of the PEPPM Program opportunity. If you have been part of the program in previous years, this Guide will highlight some program improvements and changes. If you are just learning about PEPPM, this Guide will provide detailed instructions and information to familiarize you with the PEPPM Program.

Section 1: About the PEPPM Program

Topic 1.1 Program Highlights

Great Prices!

PEPPM publicly posts up-to-date line item price information for all awarded product lines as www.peppm.org. Prices are also accessible to Epylon eCommerce users. PEPPM gives eligible buyers the unparalleled ability to compare product lines across the same terms and conditions.

All prices are posted for a quantity of 1, but volume discounts can be negotiated with the vendor according to bid terms and conditions.

The nature of technology results in rapidly changing prices and products. Volume also makes a difference in price.

PEPPM has negotiated outstanding prices with key technology vendors. A key strategy has been to employ the "Most Favored Nations" clause.

This important stipulation of all PEPPM awards assures your agency that the same vendor is not selling the same product with similar quantity and terms to another educational agency for a lower price.

The PEPPM Contracts are structured for flexibility while assuring you the best price.

- **Volume discounts** can be applied to purchases. PEPPM prices are publicly posted at a quantity of 1, but you are able to negotiate discounts based on volume on a purchase with that vendor.
- **Most Favored Nations** pricing terms assures you that PEPPM prices will always meet or beat similar statewide contract prices from a PEPPM Vendor.
- **Shipping** is included on all orders over \$500. Many PEPPM Vendors may waive shipping charges for orders less than \$500.

State of New Jersey

Title 52 State Government, Departments and Officers

Chapter 52:34-6.2 Cooperative purchasing agreements with other states for purchase of goods, services; rules, regulations

Section 7

P.L.2011, CHAPTER 139

An Act concerning cooperative purchasing agreements and amending P.L.1996, c.16.
Be It Enacted by the Senate and General Assembly of the State of New Jersey:

1. Section 7 of P.L.1996, c.16 (C.52:34-6.2) is amended to read as follows:

7. a. Notwithstanding the provisions of any other law to the contrary except the provisions of R.S.30:4-95, and as an alternative to the procedures concerning the awarding of public contracts provided in P.L.1954, c.48 (C.52:34-6 et seq.), the Director of the Division of Purchase and Property in the Department of the Treasury may enter into cooperative purchasing agreements with one or more other states, or political subdivisions thereof, for the purchase of goods and services. A cooperative purchasing agreement shall allow the jurisdictions which are parties thereto to standardize and combine their requirements for the purchase of a particular good or service into a single contract solicitation which shall be competitively bid and awarded by one of the jurisdictions on behalf of jurisdictions participating in the contract.

- b. (1) The director may elect to purchase goods or services through a contract awarded pursuant to a cooperative purchasing agreement whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded or already awarded through a cooperative purchasing agreement, the director shall review and approve the specifications and proposed terms and conditions of the contract.

- (2) The director may also elect to purchase goods or services through a contract awarded pursuant to a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, in which other states participate, whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded through a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, the director shall review and approve the specifications and proposed terms and conditions of the contract.

- (3) Notwithstanding any other law to the contrary, any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available. Prior to making purchases or contracting for services, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.

For purposes of this paragraph, "contracting unit" means any county, municipality, special district, school district, "fire district" or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has

Resolution of the City of Jersey City, N.J.

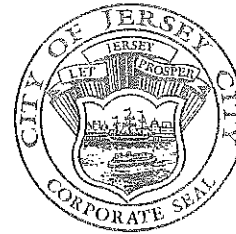
City Clerk File No. Res.15.715

Agenda No. 10.T

Approved: OCT 14 2015

TITLE:

RESOLUTION AUTHORIZING THE ACCEPTANCE
OF THE RECREATIONAL OPPORTUNITIES FOR
INDIVIDUALS WITH DISABILITIES GRANT
FROM THE NEW JERSEY DEPARTMENT OF
COMMUNITY AFFAIRS



COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, the City of Jersey City has been awarded a grant from the New Jersey Department of Community Affairs, Division of Community Resources for funding in the amount of \$20,000; and

WHEREAS, the City would like to enter into an agreement to accept these funds from the New Jersey Department of Community Affairs to assist in providing recreational opportunities to all residents; and

WHEREAS, the grant will be utilized to continue to provide recreational opportunities for the Summer Fun Project G.L.A.D. Special Needs Program; and

WHEREAS, the Recreational Opportunities for Individuals with Disabilities Grant will provide services for approximately 100 Special Need Children throughout the City of Jersey City; and

WHEREAS, the City of Jersey City will be required to provide and document matching fund expenditures equal to the 20% local match, in the amount of \$4,000; and

WHEREAS, the grant will provide opportunities for Special Need Children for the summer months commencing on July 1, 2015 and ending June 30, 2016.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City:

1. Steven Fulop, Mayor, is hereby authorized to execute a contract and/or grant agreement with the New Jersey Department of Community Affairs; and
2. The Office of Management and Budget is authorized to establish an account in the amount of \$24,000 for the Recreational Opportunities for Individuals with Disabilities Grant.

APPROVED: Steven Fulop, Mayor

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
701 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10 14 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

Initiator

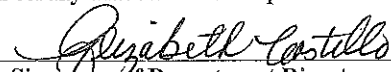
Department/Division	Administration	Management & Budget
Name/Title	Elizabeth Castillo	Management Assistant
Phone/email	(201)547-5042	castilloc@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To enter into an agreement to accept funds from the New Jersey Department of Community Affairs to assist in providing recreational opportunities for approximately 100 Special Need Children throughout the City of Jersey City. The grant will be utilized to continue to provide recreational opportunities for the Summer Fun Project G.L.A.D. Special Needs Program.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/5/15
Date

[Return to Application Menu](#)

[VIEW SENT EMAIL](#)

[Application Contacts](#) |
 [Email Grant Contacts](#) |
 [Recent Email History](#)

1 Sent Email

Application 2016-05157-0027
Email To ggazon@jcnj.org
Email CC'ed Albert.Rivera@dca.state.nj.us
Email From sageadmin@dca.state.nj.us
Subject DCA Grant Award Announcement
Message

Award \$20,000
 Cash Match 4,000
Grant Total \$24,000



State of New Jersey
 DEPARTMENT OF COMMUNITY AFFAIRS
 101 SOUTH BROAD STREET
 PO BOX 801
 TRENTON, NJ 08625-0801

CHRIS CHRISTIE
 Governor

KIM GUADAGNO
 Lt. Governor

CHARLES A. RICHMAN
 Commissioner

September 8, 2015

[Via Email: ggazon@jcnj.org]
 The Honorable Steven Fulop
 Mayor, Jersey City
 280 Grove Street
 Jersey City, NJ 07302-3610

Dear Mayor Fulop:

On behalf of Governor Chris Christie and the New Jersey Department of Community Affairs, I am pleased to inform you that Jersey City will receive a Rec Opps For Individuals with Disabilities grant of \$20,000. This award will provide funds to provide recreational opportunities for youth with disabilities in Jersey City.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Jersey City with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the executed grant-agreement are incurred solely at the risk of the grant recipient should funding not be available to support this award. If you have any questions regarding this funding, please do not hesitate to contact the Department of Community Affairs' Division of Housing and Community Resources at (609) 633-6265.

I would like to extend my best wishes for this most worthwhile project and its successful completion.

Sincerely,

Commissioner

Date Initiated 9/8/2015 4:38:33 PM

Date Sent 9/8/2015 4:47:24 PM

Budget Detail

Municipalities/County: Jersey City Department of Recreation
Jersey City

Budget Category	DCA Funds Requested	Funds From Other Sources	Total
PROGRAM - Personnel			
Salaries/Wages			
Golf Instructor	\$0.00	\$4,000.00	\$4,000.00
Inclusion Coordinators/Specialists	\$16,800.00	\$0.00	\$16,800.00
Minor Category Sub-Total	\$16,800.00	\$4,000.00	\$20,800.00
Major Category Sub-Total	\$16,800.00	\$4,000.00	\$20,800.00
PROGRAM - Operating Cost			
Equipment			
Adaptive Golf Equipment	\$1,700.00	\$0.00	\$1,700.00
Minor Category Sub-Total	\$1,700.00	\$0.00	\$1,700.00
Major Category Sub-Total	\$1,700.00	\$0.00	\$1,700.00
PROGRAM - Other			
Other			
Greens Fees/Facility Access	\$1,500.00		\$1,500.00
Minor Category Sub-Total	\$1,500.00	\$0.00	\$1,500.00
Major Category Sub-Total	\$1,500.00	\$0.00	\$1,500.00
Total	\$20,000.00	\$4,000.00	\$24,000.00

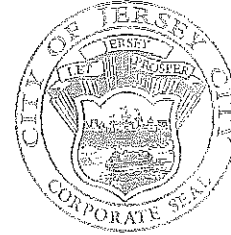
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.716

Agenda No. 10.U

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY TO ACCEPT A GRANT OF THE PORT SECURITY GRANT PROGRAM FISCAL YEAR 2014 AWARD FOR FOAM, MAINTENANCE AND UPDATES TO THE CBRNE MARINE UNITS AND TO THE MUTUAL LINK COMMUNICATIONS SYSTEM

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the United States Department of Homeland Security (USDHS), and the Port Authority of New York and New Jersey (PANYNJ) has provided to the Jersey City Department of Fire and Emergency Services, through the Port Security Grant Program, the amount of \$290,000.00, \$217,500.00 shall be awarded as part of the Grant and \$72,500.00 shall be a cost match by the City in Account #17-293-56-000-031, and

WHEREAS, this funding source will support the goals of maintaining the City of Jersey City's readiness and rapid response with the USDHS, Port Security Initiative and Area Maritime Security Committee guidelines, and as the cooperative efforts with representatives of the Urban Areas Security Initiative (UASI) region and the State of New Jersey State Police Office of Emergency Management and Office of Homeland Security and Preparedness to better prepare and equip the City of Jersey City's readiness during a natural or man-made disaster, and

WHEREAS, the Fire Department of Jersey City desires to accept the funding to address major initiatives regarding Homeland Security, Maritime Security and public safety issues, and

WHEREAS, this project has been active since May 31, 2007, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Municipal Council of the City of Jersey City that:

1. Mayor of Jersey City Steven M. Fulop and/or Robert Kakoleski, Business Administrator of Jersey City, are hereby authorized to execute a contract and/or grant agreement with the United States Department of Homeland Security, New Jersey Office of Homeland Security and Preparedness, Port Authority of New York and New Jersey; and
2. The Office of Management and Budget is authorized to establish an account in the amount of \$290,000.00, \$217,500.00 shall be awarded as part of the Grant and \$72,500.00 shall be a cost match by the City, for the Jersey City Department of Fire and Emergency Services Port Security Grant Program.

Account # 17-293-56-000-031

APPROVED: Jerome Palmer

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY TO ACCEPT A GRANT OF THE PORT SECURITY GRANT PROGRAM FISCAL YEAR 2014 AWARD FOR FOAM, MAINTENANCE AND UPDATES TO THE CBRNE MARINE UNITS AND TO THE MUTUAL LINK COMMUNICATIONS SYSTEM

Initiator

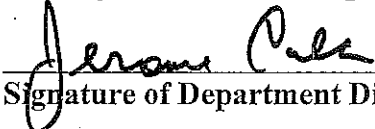
Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

1. Accept the Port Security Grant in the amount of \$290,000.00, 217,500.00 shall be awarded as part of the Grant and \$72,500.00 shall be a cost match by the City, from the United States Department of Homeland Security and the Port Authority of New York and New Jersey.
2. Establish an account in the amount of \$290,000.00, \$217,500.00 shall be awarded as part of the Grant and \$72,500.00 shall be a cost match by the City, for the Jersey City Department of Fire Port Security Grant Program

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/2/15
Date

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472



SCOTT MCDERMOTT
Jersey City Dept. of Fire and Emergency Services
465 Marin Blvd
Jersey City, NJ 07302

Re: Grant No. EMW-2014-PU-00246

Dear SCOTT MCDERMOTT:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Port Security Grant Program has been approved in the amount of \$217,500.00. As a condition of this award, you are required to contribute a cost match in the amount of \$72,500.00 of non-Federal funds, or 25 percent of the total approved project costs of \$290,000.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2014 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

[ND Grants](#)
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[Plug-In](#)
[Logout : Scott McDermott](#)

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[Applications](#)
[Grants Management](#)
[Organization](#)
[Mail Center](#)



Overview

Award Packages

Revisions/Amendment Requests

Performance Reports

1199A Standard Forms

View Award Package

Please review the Obligating Document provided below. When you are finished, click the *Go Back* button.

Jersey City Dept. of Fire and Emergency Services, Award Number: EMW-2014-PU-00246-S01

Program Name:	Port Security Grant Program	Total Cost Approved:	\$290,000.00
Year:	2014	Federal Share:	\$217,500.00
Project Period of Performance:	09/01/2014 to 08/31/2016	Applicant Share:	\$72,500.00

View: [Application Details](#) | [Award Details](#) | [Award Package](#)

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2014-PU-00246-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 226002013	4. TYPE OF ACTION AWARD	5. CONTROL NO. W510909N
6. RECIPIENT NAME AND ADDRESS Jersey City Dept. of Fire and Emergency Services 465 Marin Blvd Jersey City, NJ, 07302	7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER SCOTT MCDERMOTT	PHONE NO. 973-725-1870	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsld@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/01/2014	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2014 To: 08/31/2016 Budget Period: 09/01/2014 To: 08/31/2016	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
	97.056		\$0.00	\$217,500.00	\$217,500.00	\$72,500.00

Port Security Grant Program	2014-SL-B411-P400- -4101-D:W510909N \$217,500.00				
TOTALS		\$0.00	\$217,500.00	\$217,500.00	\$72,500.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

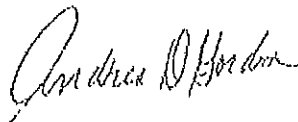
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
SCOTT McDERMOTT, GRANT ADMINISTRATOR

18. FEMA SIGNATORY OFFICIAL (Name and Title)
 ANDREA GORDON, Assistance Officer

DATE 10/03/2014
DATE 09/08/2014

[Return to Award Package](#)

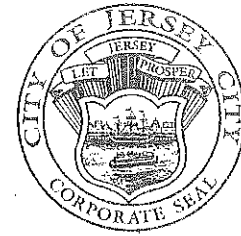
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.717

Agenda No. 10.V

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2016 TRANSIT VILLAGE PROGRAM FOR FOR THE CITY OF JERSEY CITY

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant applications for the 2016 Transit Village Program that must be submitted through the System for Administering Grants Electronically (SAGE) on or before October 20, 2015; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Architecture, Engineering, Traffic and Transportation has identified a project to complete crosswalk improvements at selected intersections leading to and from the Journal Square Transportation Hub that is within the Transit Village designated area; and

WHEREAS, the City is requesting funding from the NJDOT 2016 Transit Village Program for the primary purpose to make pedestrian safety improvements; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the completed pedestrian safety improvements;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as TV-2016-Jersey City-00002 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Certified as a true copy of the Resolution adopted by Council,
On this ~~14th~~ day of ~~OCTOBER~~, 2015

City Clerk

City Clerk File No. Res. 15.717Agenda No. 10.v OCT 14 2015

TITLE:

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT
APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH
THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2016
TRANSIT VILLAGE PROGRAM FOR FOR THE CITY OF JERSEY CITY**

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Steven M. Fulop, Mayor

Approved:
JOSE R. CUNHA, P.E., C.M.E.
DIRECTOR OF JC ENGINEERING

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								10.14.15			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND
THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION FOR THE 2016 TRANSIT VILLAGE
PROGRAM PROJECT THE CITY OF JERSEY CITY**

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transp.
Name/Title	Jose R. Cunha, P.E., C.M.E.	Director of Engineering
Phone/email	201-547-4411 (Engineering)	jcunha@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution is requesting authorization to apply and execute a grant agreement with NJDOT for the 2016 Transit Village funding of the Journal Square Intersection Improvement project.

Cost (Identify all sources and amounts)

Construction Estimate	Grant	\$500,000.00
Design Engineering	Capital	\$ 50,000.00
Inspection/Testing/Mgmt	Capital	\$ 50,000.00
GRANT APPLICATION	TOTAL REQUEST	\$500,000.00

* Note - Estimate City Match will be 20% of grant allotment for state non-participating Items such as Traffic Police Directors, etc.

Contract term (include all proposed renewals)

Once approved, the City will have 18 months to design and award the construction contract.

Type of award

Grant Application


If "Other Exception", enter type

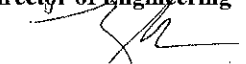
Additional Information

This grant application is seeking funds for pedestrian safety improvements at various intersections in the Journal Square Transportation HUB area. This area has been designated a Transit Village. The improvements will encourage pedestrian friendly neighborhoods and walking or biking to the existing transit facilities and other business in the Journal Square area. The scope of work will include textured pavement crosswalks, striping and marking. Exact locations will be determined based on funding availability and taking into consideration any new construction proposed in the Journal Square Area. This application is requesting funding for decorative crosswalks at the following locations.

Sip Avenue @ Bergen Avenue,
Sip Avenue @ Enos Place
Sip Avenue @ Jones Street
Sip Avenue @ Summit Avenue
Summit Avenue @ Magnolia Avenue
Pavonia Avenue @ Homestead Place
Pavonia Avenue @ JFK Boulevard
Bergen Avenue and JFK Boulevard

I certify that all the facts presented herein are accurate.


Jose R. Cunha, P.E., C.M.E.,
Director of Engineering


Robert Kakoleski, Business Administrator
Department Director

9/30/15
Date

10/7/15
Date



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION**

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE, EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 1, 2015

TO : Rolando R. Lavarro, Council President and
Members of the Municipal Council

FROM : *JRC* Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
Director of Engineering

SUBJECT : **Application to the New Jersey Department of Transportation
2016 Transit Village Program – Pedestrian Safety
Journal Square Intersection Improvements**

Attached for your consideration is a resolution authorizing the submission of the 2016 Transit Village grant application and the execution of a grant agreement with NJDOT for a project named the Journal Square Intersection Improvements.

The NJDOT Transit Village program will award funds to projects that enhance walking, biking and or ridership within the designated Transit Village area. The City is looking to install decorative crosswalks at various sites within the ½ mile radius of the designated area. The total estimated cost of this project is \$500,000.00

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk
Robert Kakoleski, Business Administrator
Donna Mauer, Chief Financial Officer
Stanley Huang, Municipal Engineer
Joao D'Souza, Traffic Director
Dawn Odom, Supervising Administrative Analyst

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.15.718

Agenda No. 10.W

Approved: OCT 14 2015

TITLE:



**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT
APPLICATION AND EXECUTION OF A GRANT AGREEMENT
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
FOR THE 2016 MUNICIPAL AID PROGRAM TO FUND ROADWAY
IMPROVEMENTS FOR THE CITY OF JERSEY CITY**

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant applications for the 2016 Municipal Aid Program to fund local transportation projects that must be submitted through the System for Administering Grants Electronically (SAGE) on or before October 20, 2015; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Architecture, Engineering, Traffic and Transportation has prepared an application identified as MA-2016-Jersey City-00031 for roadway improvements along Martin Luther King Drive; and

WHEREAS, the City is requesting State aid funding from the NJDOT 2016 Municipal Aid Program for the primary purpose of roadway improvements; and

WHEREAS, the City agrees that it shall be required to appropriate capital funds for state non-participating items such as police salary hours and/or other ineligible costs to the project; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the completed streets;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it approves the grant application for the above stated project;

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as MA-2016 Jersey City-00031 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Certified as a true copy of the Resolution adopted by Council,
On this 14th day of OCTOBER, 2015

City Clerk

City Clerk File No. Res. 15.718Agenda No. 10-W OCT 14 2015

TITLE:

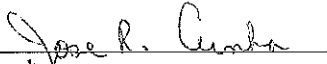
**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT
APPLICATION AND EXECUTION OF A GRANT AGREEMENT
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
FOR THE 2016 MUNICIPAL AID PROGRAM TO FUND ROADWAY
IMPROVEMENTS FOR THE CITY OF JERSEY CITY**

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

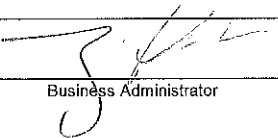
City Clerk
Robert Byrne

Presiding Officer
Steven M. Fulop, Mayor of Jersey City


Approved:
JOSE R. CUNHA, P.E., C.M.E.
DIRECTOR OF JC ENGINEERING

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required ☐Not Required ☒

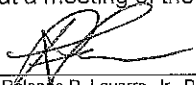
APPROVED 7-0

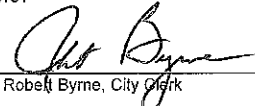
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT
APPLICATION AND EXECUTION OF A GRANT AGREEMENT WITH THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2016
MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS FOR
THE CITY OF JERSEY CITY**

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transp.
Name/Title	Jose R. Cunha, P.E., C.M.E.,	Director of Engineering
Phone/email	201-547-4111 (Engineering)	jcunha@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Resolution approving a grant application and the execution of a grant agreement with NJDOT for the annual state aid to municipalities for the 2016 Municipal Aid Program to make roadway improvements to Martin Luther King Drive.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

Construction Estimate		\$1,650,000.00
Design Engineering		\$105,000.00
Inspection/Testing/Mgmt		\$245,000.00
GRANT APPLICATION	TOTAL REQUEST	\$2,000,000.00

* Note -- Estimate City Match will be 20% of grant allotment for state non-participating items such as Traffic Police Directors, etc.

Once approved, the City will have 18 months to design and award the construction contract.

Type of award

Grant Application

If "Other Exception", enter type

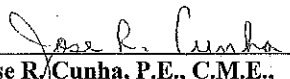
Additional Information

Project Name: MLK Drive Streetscape Revitalization Improvements

Project Limits: MLK Drive between McAdoo Avenue and Communipaw Avenue

Scope of Work: This application is intended to fund streetscape revitalization improvements and aid the future growth of the Jackson Hill Main Street Special Improvement District redevelopment plan. Infrastructure improvements involves milling and paving of existing roadway and full depth reconstruction of the roadway required for localized base repair; replacement and resetting of manhole and inlet castings; new concrete curb, sidewalk with ADA curb ramps where needed; installation of image detectors; signage; lane striping; solar powered charging stations; lighting improvements; and associated work.

I certify that all the facts presented herein are accurate.


Jose R. Cunha, P.E., C.M.E.,
Director of Engineering

9/30/15
Date


Robert Kakoleski, Business Administrator
Department Director

10/7/15
Date



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE, EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



MEMORANDUM

DATE : September 25, 2015

TO : Rolando R. Lavarro, Council President and
Members of the Municipal Council

FROM : JRC Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
Director of Engineering

SUBJECT : **Application to the New Jersey Department of Transportation
2016 Municipal Aid - MLK Drive Streetscape Revitalization
Improvements**

Attached for your consideration is a resolution authorizing the submission of the 2016 Municipal Aid grant application and the execution of a grant agreement with New Jersey Department of Transportation for the engineering project named the MLK Drive Streetscape Revitalization Improvements.

This application is requesting \$2,000,000.00 to fund the streetscape revitalization improvements that will aid in the growth of the Jackson Hill Main Street Special Improvement District redevelopment plan. The project limits are from McAdoo Avenue to Communipaw Avenue and involves milling and paving of existing roadway and other associated infrastructure work as determined by the awarding of funds from the 2016 Municipal Aid program.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

C: Robert Byrne, City Clerk
Robert Kakoleski, Business Administrator
Donna Mauer, Chief Financial Officer
Stanley Huang, Municipal Engineer
Joao D'Souza, Traffic Director
Dawn Odom, Supervising Administrative Analyst



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JAMIE FOX
Commissioner

July 31, 2015

Dear Mayor/Freeholder Director/County Executive:

On behalf of Governor Chris Christie, I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) FY 2016 State Aid programs. As Commissioner of Transportation we are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives.

The following is a brief description of each program:

- **Municipal Aid** - This program has been a significant resource for municipalities in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities. NJDOT has set a goal to award up to 10 percent of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within 1/2 mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at <http://www.state.nj.us/transportation/business/localaid/transitvillageef.shtm>
- **Bikeways** - This program is intended to fund bicycle projects. It is available to all counties and municipalities. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.
- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities in order to promote increased usage of transit by all segments of the population.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at:

<http://www.state.nj.us/transportation/business/localaid/stateaid.shtm>

If you choose to apply, please consider the following in your applications. NJDOT requires grant projects to be delivered to construction award within 24 months from the date of grant notification. Please provide background information in the application to support your project's construction readiness. This information will be a factor in our rating of applications.

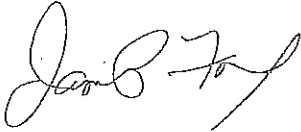
I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. Please keep in mind that a separate application for each project must be completed and submitted on or before October 20, 2015 on-line through SAGE at:

<https://enterprisegrantapps.state.nj.us/NJSAGE/>

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Thank you for your continued interest and support of NJDOT and best wishes for success with your project applications.

Sincerely,



Jamie Fox
Commissioner

Enclosure

c: County Engineer
Municipal Clerk
Municipal Engineer



New Jersey Department of Transportation Local Aid and Economic Development

District 1

Roxbury Corporate Center
200 Sterli Court
Mount Arlington, NJ 07856
973.601.6700
FAX: 973.601.6709

District 4

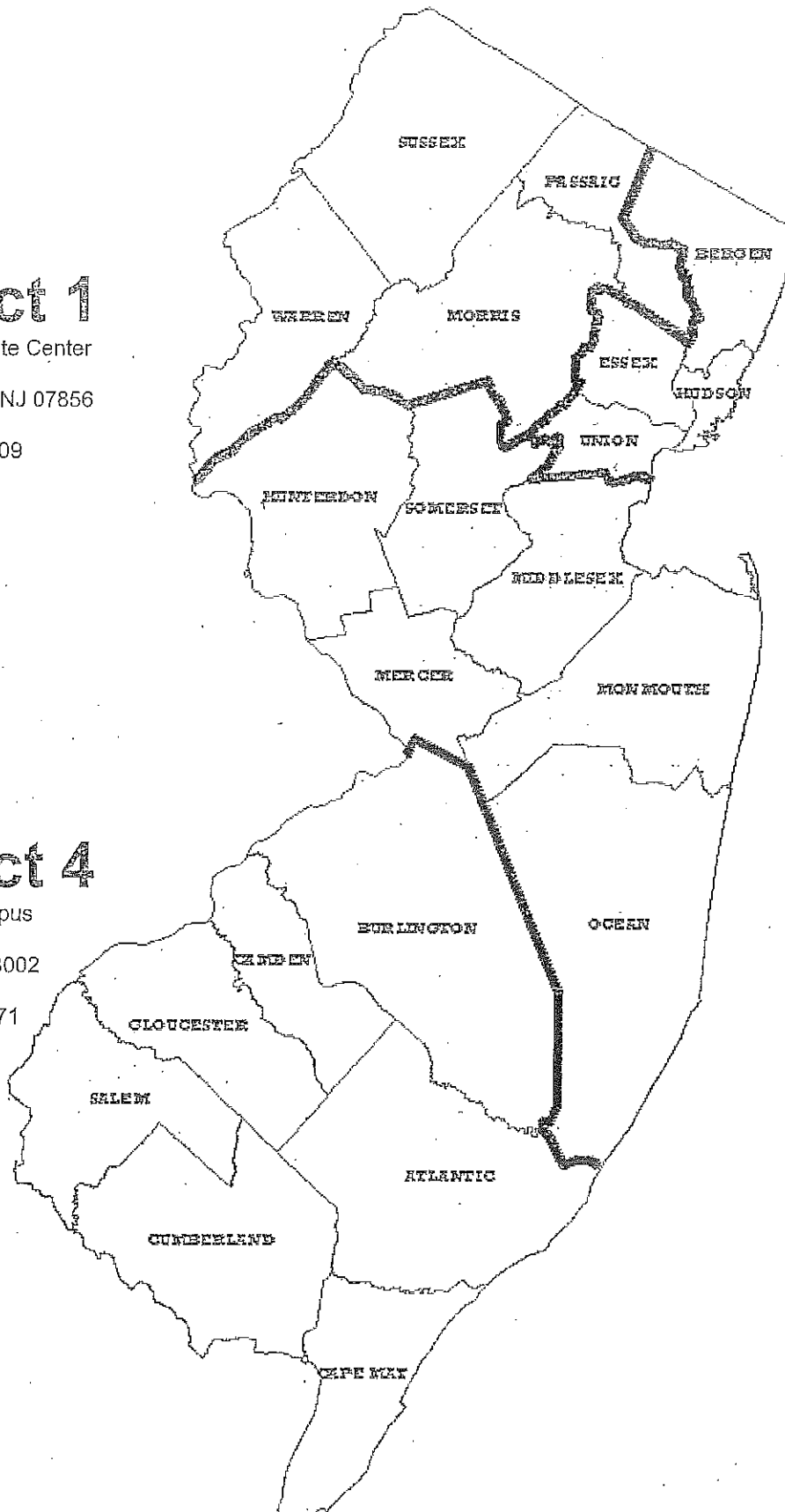
1 Executive Campus
Route 70 West
Cherry Hill, NJ 08002
856.486.6618
FAX: 856.486.6771

District 2

153 Halsey Street, 5th Floor
Newark, NJ 07102
973.877.1500
FAX: 973.648-4547

District 3

1035 Parkway Ave
Trenton, NJ 08625
732.625.4290
FAX: 732.625.4292



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.719

Agenda No. 10-X

Approved: OCT 14 2015

TITLE:

RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION UNDER THE 2016 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY



**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant applications for the 2016 Safe Streets to Transit Program that must be submitted through the System for Administering Grants Electronically (SAGE) on or before October 20, 2015; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Architecture, Engineering, Traffic and Transportation has prepared a grant application to make pedestrian safety and bikeway improvements at the Liberty State Park Light Rail Station; and

WHEREAS, the City is requesting funding from the NJDOT 2016 Safe Streets to Transit Program for the primary purpose to make qualified improvements; and

WHEREAS, the City agrees that it shall be required to appropriate capital funds for state non-participating items such as police salary hours and/or other ineligible costs of the project; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the pedestrian safety improvements;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it approves the grant application for the above stated project;

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as SST-2016-Jersey City-00002 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Certified as a true copy of the Resolution adopted by Council,
On this 14th day of OCTOBER, 2015

City Clerk

City Clerk File No. Res. 15.719Agenda No. 10.X OCT 14 2015

TITLE:

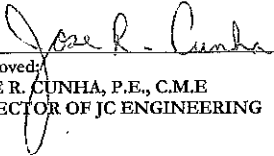
**RESOLUTION APPROVING THE SUBMISSION OF A GRANT
APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
UNDER THE 2016 SAFE STREETS TO TRANSIT PROGRAM FOR
THE CITY OF JERSEY CITY**

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

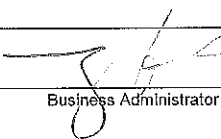
City Clerk
Robert Byrne

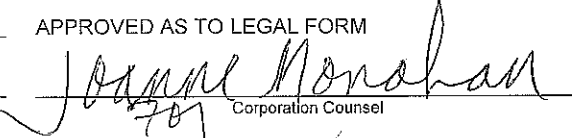
Presiding Officer
Steven M. Fulop, Mayor of Jersey City


Approved:
JOSE R. CUNHA, P.E., C.M.E.
DIRECTOR OF JC ENGINEERING

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

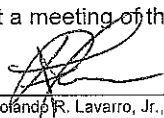
Certification Required ☐Not Required ☒**APPROVED 7-0**

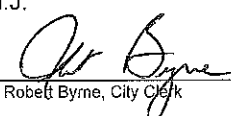
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION AND
THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION UNDER THE 2016 SAFE STREETS TO
TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY**

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transp.
Name/Title	Jose R. Cunha, P.E., C.M.E.,	Director of Engineering
Phone/email	201-547-4111 (Engineering)	jcunha@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Resolution approving a grant application and the execution of a grant agreement with NJDOT for the annual state aid to municipalities for the 2016 Safe Streets to Transit program to make pedestrian safety and bikeway improvements to the Liberty State Park NJ Transit Hudson Bergen Light Rail Station between Communipaw Avenue and Johnston Avenue

Cost (Identify all sources and amounts)

Construction Estimate		\$250,000.00
Prof Svcs – Design		\$25,000.00
Const. Mgmt/Inspection/Testing		\$25,000.00
GRANT APPLICATION	TOTAL REQUEST	\$300,000.00

* Note – Estimate City Match will be 20% of grant allotment for state non-participating Items such as Traffic Police Directors, etc.

Contract term (include all proposed renewals)

Once approved, the City will have 18 months to design and award the construction contract.

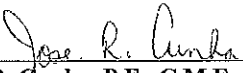
Type of award

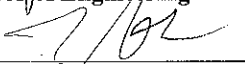
Grant Application

If "Other Exception", enter type**Additional Information**

The area proposed serves as major transportation route for commuters, motorists, and pedestrians to access the NJ Transit buses and Hudson Bergen Light Rail Transit. It is also a heavily used Park & Ride station stop. It is also one of several Citi-bike stations around the City. The existing infrastructure shows significant wear and deterioration including cracked concrete sidewalks, spalled curbs, faded lane striping and roadway symbols, and cracked pavement. The concrete sidewalk that serves as a platform for NJ Transit ticket booth and shelters shows major longitudinal cracks and uneven surfaces. Most of the existing curb ramps adjacent to the NJ Transit facilities lack a detectable warning surface. The proposed project will address the need for safety enhancements for pedestrian access to transit stops, provide upgrade of traffic control devices and lighting that benefits pedestrians provide intersection safety improvements, and facilitate traffic calming measures. The scope of the proposed project includes reconstruction of damaged concrete curbs and sidewalks construction of ADA compliant handicap ramps, replacement of existing pavement at crosswalks and re-striping of crosswalks, improvements to street lighting, installation of new regulatory signs, thermoplastic lane striping for bike-lanes and traffic symbols for bus stops, railroad crossings and other associated work.

I certify that all the facts presented herein are accurate.


Jose R. Cunha, P.E., C.M.E.,
Director of Engineering


Robert Kakoleski, Business Administrator
Department Director

9/30/15
Date

10/1/15
Date



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION**

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE, EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 25, 2015

TO : Rolando R. Lavarro, Council President and
Members of the Municipal Council

FROM : JRC Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
Director of Engineering

SUBJECT : **Application to New Jersey Department of Transportation
2016 Safe Streets to Transit Program for Pedestrian Safety
Improvements**

Attached for your consideration is a resolution approving the submission of the 2016 Safe Streets to Transit Program application and the execution of a grant agreement with NJDOT for the Pedestrian Safety Improvements to the Liberty State Park NJ Transit HBLRT Station. The Liberty State Park HBLRT Station opened in 2000 and is located between Johnston Avenue and Communipaw Avenue. The primary goal is to satisfy the purpose of the grant program by making improvements to the overall safety and accessibility for mass transit riders walking to transit facilities.

The City's 2016-SST application is requesting \$300,000.00 for the proposed project. The limits and scope of project will be determined by the availability of funds from the NJDOT. As pedestrian safety continues to be of primary importance to the City and its residents, we respectfully ask for your continued support of applications for state aid program. Please contact my office at 201-547-4411 should you have any questions or need additional information.

C: Robert Byrne, City Clerk
Robert Kakoleski, Business Administrator
Donna Mauer, Chief Financial Officer
Stanley Huang, Municipal Engineer
Joao D'Souza, Traffic Director
Dawn Odom, Supervising Administrative Analyst

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.720

Agenda No. 10.Y

Approved: OCT 14 2015

TITLE:

**RESOLUTION TO SUBMIT A GRANT APPLICATION AND
EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION FOR THE 2016
BIKEWAYS PROGRAM TO FUND THE BIKEABILITY INITIATIVE
PROJECT FOR THE CITY OF JERSEY CITY**



**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the State of New Jersey Department of Transportation announced that they are accepting grant applications for the 2016 Bikeway Program that must be submitted through the System for Administering Grants Electronically (SAGE) before October 20, 2015; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Architecture, Engineering, Traffic and Transportation has prepared an application identified as BIKE-2016-Jersey City-00002; and

WHEREAS, the City is requesting State aid funding from the New Jersey Department of Transportation to implement the proposed Bikeability Initiative; and

WHEREAS, the City agrees that it shall be required to appropriate funds for state non-participating items such as police salary hours and/or other ineligible costs to the project; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it approves the grant application for the above stated project;

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as BIKE-2016-Jersey City-00002 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement and establish an account for the grant.

Certified as a true copy of the Resolution adopted by Council,
On this ~~14th~~ day of ~~OCTOBER~~, 2015

City Clerk

City Clerk File No. Res. 15.720Agenda No. 10.Y OCT 14 2015

TITLE:

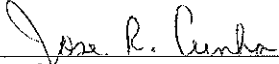
**RESOLUTION TO SUBMIT A GRANT APPLICATION AND
EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION FOR THE 2016
BIKEWAYS PROGRAM TO FUND THE BIKEABILITY INITIATIVE
PROJECT FOR THE CITY OF JERSEY CITY**

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

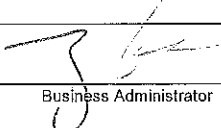
Presiding Officer
Steven M. Fulop, Mayor of Jersey City



Approved:
JOSE R. CUNHA, P.E., C.M.E.
DIRECTOR OF JC ENGINEERING

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator



Joanne Monahan
701 Corporation Counsel

Certification Required ☐Not Required ☒

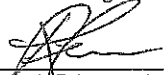
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		


✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2016 BIKEWAYS PROGRAM TO FUND THE BIKEABILITY INITIATIVE PROJECT FOR THE CITY OF JERSEY CITY

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transp.
Name/Title	Jose R. Cunha, P.E., C.M.E.,	Director of Engineering
Phone/email	201-547-411 (Engineering)	jcunha@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution gives the city authorization to apply and execute a grant agreement with NJDOT for 20146 Bikeway funding to implement the Jersey City Bikeability Initiative Project a comprehensive five tier project to promote a bicycle friendly community. The bikeway project will continue to encourage bicycle use and promote an alternative mode of transportation in NJ, promote recreational activities.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

Construction Estimate	grant	\$200,000.00
Prof Svcs - Design	capital	\$17,500
Const. Mgmt/Inspection/Testing	capital	\$20,000
GRANT APPLICATION	TOTAL REQUEST	\$200,000.00

* Note - Estimate City Match will be 20% of grant allotment for state non-participating Items such as Traffic Police Directors, etc.

Once approved, the City will have 18 months to design and award the construction contract.

Type of award

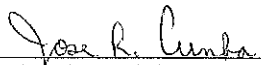
Grant Application

If "Other Exception", enter type

Additional Information

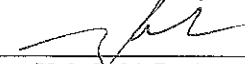
Benefits to the community include to improve the quality of life for the residents of Jersey City by promoting good healthy recreation, decreasing vehicular congestion and the demand for parking, in addition to reducing pollution from vehicle exhausts therefore helping to make the air we breathe cleaner.

I certify that all the facts presented herein are accurate.



Jose R. Cunha, P.E., C.M.E.,
Director of Engineering

9/30/15
Date



Robert Kakoljaski, Business Administrator
Department Director

10/7/15
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 3-15 LINDEN AVENUE, EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 1, 2015

TO : Rolando R. Lavarro, Council President and
Members of the Municipal Council

FROM : ^{SRC} Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
Director of Engineering

SUBJECT : **Application to the New Jersey Department of Transportation**
2016 Bikeways Program Grant
Project Name: Jersey City Bikeability Initiative Project

Attached for your consideration is a resolution authorizing the submission of the 2016 Bikeway grant application and the execution of a grant agreement with NJDOT for a project to be known as the Jersey City Bikeability Initiative Project.

The City is very dedicated in enhancing our bicycling community and is seeking funding from NJDOT Bikeways program to make improvements to the bikeways infrastructure. The Bikability Initiative is now more imperative than ever before to ensure the success of the Citi Bike Program and ensure fulfillment of our pedestrian safety improvements. In this application, the first priority will be to construct signs, improve striping and markings and provide for clear and safe bike share lanes. The total estimated cost of this project is \$200,000.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

cc: Robert Byrne, City Clerk
Robert Kakoleski, Business Administrator
Donna Mauer, Chief Financial Officer
Stanley Huang, Municipal Engineer
Joao D'Souza, Traffic Director
Dawn Odom, Supervising Administrative Analyst



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600
Trenton, New Jersey 08625-0600

RECEIVED

15 AUG 10 PM 3:11

CITY OF LITTLE ROCK
ENGINEERING
DIRECTOR'S OFFICE

JAMIE FOX
Commissioner

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

July 31, 2015

Dear Mayor/Freeholder Director/County Executive:

On behalf of Governor Chris Christie, I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) FY 2016 State Aid programs. As Commissioner of Transportation we are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives.

The following is a brief description of each program:

- **Municipal Aid** - This program has been a significant resource for municipalities in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities. NJDOT has set a goal to award up to 10 percent of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within 1/2 mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>
- **Bikeways** - This program is intended to fund bicycle projects. It is available to all counties and municipalities. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.
- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities in order to promote increased usage of transit by all segments of the population.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at:

<http://www.state.nj.us/transportation/business/localaid/stateaid.shtm>

If you choose to apply, please consider the following in your applications. NJDOT requires grant projects to be delivered to construction award within 24 months from the date of grant notification. Please provide background information in the application to support your project's construction readiness. This information will be a factor in our rating of applications.

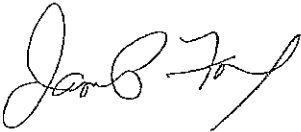
I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. Please keep in mind that a separate application for each project must be completed and submitted on or before October 20, 2015 on-line through SAGE at:

<https://enterprisegrantapps.state.nj.us/NJSAGE/>

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Thank you for your continued interest and support of NJDOT and best wishes for success with your project applications.

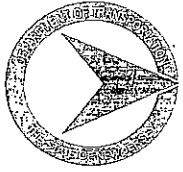
Sincerely,



Jamie Fox
Commissioner

Enclosure

c: County Engineer
Municipal Clerk
Municipal Engineer



New Jersey Department of Transportation

Local Aid and Economic Development

District 1

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
973.601.6700
FAX: 973.601.6709

District 2

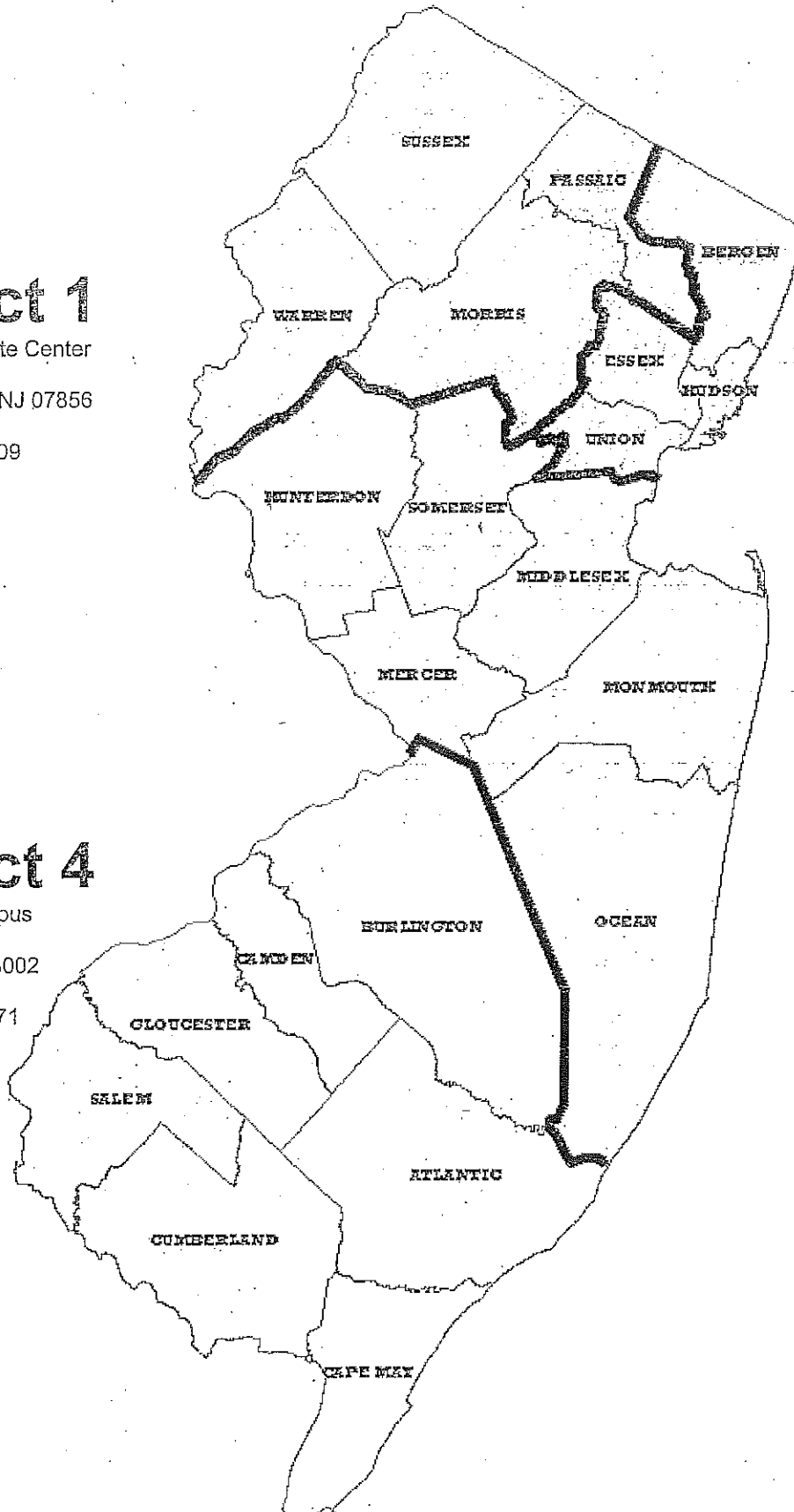
153 Halsey Street, 5th Floor
Newark, NJ 07102
973.877.1500
FAX: 973.648-4547

District 4

1 Executive Campus
Route 70 West
Cherry Hill, NJ 08002
856.486.6618
FAX: 856.486.6771

District 3

1035 Parkway Ave
Trenton, NJ 08625
732.625.4290
FAX: 732.625.4292

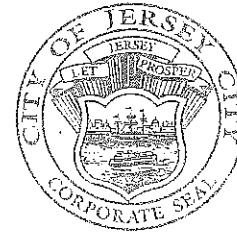


Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.721

Agenda No. 10.Z

Approved: OCT 14 2015



TITLE: A RESOLUTION APPROVING THE REPORT AND STRATEGIC PLAN OF THE JERSEY CITY PURCHASING DISPARITY STUDY COMMITTEE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on May 31, 2011 MGT of America, Inc., prepared a report entitled "A Purchasing Disparity Study for the City of Jersey City hereinafter referred to as "the Croson Study"; and

WHEREAS, governmental entities have authorized such disparity studies in response to the United States Supreme Court case City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) and subsequent case law to determine whether there is a compelling interest for remedial procurement programs in establishing minority and women owned business enterprise programs for local governmental entities; and

WHEREAS, "the Croson Study" was designed to determine whether existing Jersey City efforts have eliminated active and passive discrimination, to analyze city procurement trends and practices from fiscal year 2002 through fiscal year 2008 and to evaluate various options for future program development; and

WHEREAS, "the Croson Study" recommended that Jersey City take additional measures to improve the inclusion of minority and women business enterprises in its procurement, construction contracting and employment programs; and

WHEREAS, on January 9, 2015, Mayor Fulop issued Executive Order 2015-001 which formed the Jersey City Purchasing Disparity Study Committee ("the Committee") whose responsibility was to review the MGT Report and provide the Mayor with a strategic plan detailing the steps the City should take to improve the inclusion of minority and women business enterprises in its procurement, construction contracting and employment programs as called for in the MGT Report; and

WHEREAS, the Committee met five times between January and June and after having reviewed MGT's final report and a summary of the final report prepared by the Law Department, the Committee met with the City's Director of Purchasing to review the City's purchasing and procurement practices; the Committee reviewed the City's hiring practices, and the Committee reviewed the Project Labor Agreement (PLA) and Project Employment & Contracting Agreement (PECA) agreements with developers receiving tax abatements. These discussions resulted in the Committee promulgating the recommendations contained in the Strategic Plan attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby approves the Strategic Plan prepared by the Purchasing Disparity Study Committee in its entirety; and

BE IT FURTHER RESOLVED that the Council encourages the Mayor to take all appropriate steps to enact the recommendations contained in the Strategic Plan and to report to the Council periodically on the City's progress toward improving inclusion of minority and women business enterprises in the City's procurement, construction contracting and employment programs.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk



CITY OF JERSEY CITY
Steven M. Fulop, Mayor

Purchasing Disparity Study Committee

The Honorable Diane Coleman, Chair
The Honorable Joseph Charles, Jr., Vice Chair
The Honorable Daniel Rivera
The Honorable Joyce Watterman
The Honorable Gerard Balmir, Jr.
John J. Hallanan III, Esq.
Brooke Hansson
Marcia Kahnowitz
Rev. Reginald McRea
Eugene McKnight
Nancy Ramos
Kunal Shah

September 30, 2015

The Mayor
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Mayor Fulop:

The Committee you established to review the Purchasing Disparity Study conducted by MGT of America, having completed its assignment in accordance with Executive Order 2015-001 issued on January 9, 2015, herewith submits its final report and strategic plan. This document represents nine months of study and analysis and it is the Committee's sincere hope that it will serve your administration as a guide to correcting economic disparity in Jersey City.

Respectfully,

Hon. Diane Coleman
Committee Chair
Councilwoman, Ward F

Hon. Joseph Charles, Jr., J.S.C. (retired)
Committee Vice-Chair
Community Representative



CITY OF JERSEY CITY
Steven M. Fulop, Mayor

Purchasing Disparity Study Committee

The Honorable Diane Coleman, Chair
The Honorable Joseph Charles, Jr., Vice Chair
The Honorable Daniel Rivera
The Honorable Joyce Watterman
The Honorable Gerard Balmir, Jr.
John J. Hallanan III, Esq.
Brooke Hansson
Marcia Kahnowitz
Rev. Reginald McRea
Eugene McKnight
Nancy Ramos
Kunal Shah

REPORT AND STRATEGIC PLAN

**Recommendations for the Establishment of a Remedial Procurement, Construction
Contracting and Employment Program for Minority and Women-Owned Business Enterprises**

MISSION

This Committee has been charged with reviewing the final report prepared by MGT of America, Inc. ("MGT") titled "A Purchasing Disparity Study of the City of Jersey City, New Jersey" (hereafter "the MGT Report") in order to provide Mayor Steven M. Fulop with a proposed Strategic Plan detailing the steps the City should take to establish a minority and women-owned business enterprise remedial procurement, construction contracting and employment program as called for in the MGT Report.

BACKGROUND

On January 9, 2015, Mayor Fulop issued Executive Order 2015-001 forming this Committee and giving it its charge. The Committee is made up of members of the Municipal Council, community representatives and City staff. The membership of the Committee is as follows:

Members of the Municipal Council:

- The Honorable Diane Coleman, *Chair*
- The Honorable Daniel Rivera
- The Honorable Joyce E. Watterman

Community Representatives:

- The Honorable Joseph Charles, Jr., *Vice-Chair*
- The Honorable Gerard Balmir, Jr.
- Marcia Kahnowitz
- Eugene McKnight
- Kunal Shah

City Staff:

- John J. Hallanan III, Esq.
- Brooke Hansson
- Rev. Reginald McRea
- Nancy Ramos

The Committee met five times. After reviewing MGT's final report and a summary of the final report prepared by the Law Department, the Committee met with the City's Director of Purchasing to discuss the City's purchasing and procurement practices. Subsequent meetings focused on the City's hiring practices, its Project Labor Agreement (PLA) and Project Employment & Contracting Agreement (PECA) programs for tax abatements. These discussions resulted in the Committee promulgating the recommendations contained in this Strategic Plan.

DISPARITY STUDY SYNOPSIS

In July of 2007, the City of Jersey City contracted with MGT to conduct a purchasing disparity study to determine if the City should pursue a remedial program sensitive to race and gender. The study was designed to determine whether existing Jersey City efforts had eliminated active and passive discrimination; to analyze City procurement and construction contracting trends and practices from fiscal year 2002 through fiscal year 2008; and to evaluate various options for

future program development. MGT submitted its final report to the City on May 31, 2011. The report is titled, "A Purchasing Disparity Study of the City of Jersey City, New Jersey." It was adopted by the Municipal Council on September 23, 2014, by Council Resolution 14.640.

When a government entity implements a contracting program that is sensitive to race, it must do so in accordance with the highest constitutional standard, Strict Scrutiny. For programs sensitive to gender, a government entity must satisfy the second highest constitutional standard, Intermediate Scrutiny. To undertake a gender and race sensitive program, a government entity must satisfy the Strict Scrutiny standard, which requires a compelling governmental interest and that the program be narrowly tailored to satisfy that interest. This will ensure that the government entity's program can withstand judicial review for constitutionality as well as prove to be just and fair. In order to do this, the government entity must look to case law which has established specific requirements that must be addressed. The principal case related to this endeavor is City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989).

Croson and subsequent cases hold that a local government entity must engage in a specific fact finding process to compile a thorough, accurate, and specific evidentiary foundation to determine whether there is in fact discrimination sufficient to justify a remedial plan. Moreover, a local government entity must continue to update this information and review its programs in view of such updates. In Croson, the Court established that a municipality has a compelling interest in redressing not only discrimination committed by the municipality itself, but also discrimination committed by private parties within the municipality's jurisdiction, so long as the municipality participated in the discrimination. Accordingly, Jersey City authorized the aforementioned disparity study to determine whether there is a compelling interest to develop a narrowly tailored remedial program capable of redressing municipal purchasing, construction contracting and procurement discrimination in Jersey City.

The MGT Report found:

1. In most business categories, the City underutilized minority and women-owned business enterprises relative to their availability. However, notable exceptions include Hispanic American-owned construction firms, and non-minority women-owned construction firms, architecture and engineering firms, and professional services firm.
2. The City rarely awarded construction contracts or subcontracts to minority or women-owned business enterprises.
3. Private sector commercial construction showed little utilization of minority and women-owned business enterprises as prime and subcontractors – almost zero for prime contracting and less than 0.5 percent for subcontracts.
4. While there are state statutes and local ordinances that allow minority and women-owned enterprise programs, the City has undertaken minimal efforts to implement such programs in recent years. Indeed, Jersey City Ordinance C-829 established a twenty (20) percent goal for procurement to minority and women-owned business

enterprises as part of the City's bid documents and the specifications in Jersey City's bid documents reference non-discrimination in contracting. However, the twenty (20) percent goal identified in Ordinance C-829 is merely a "good faith effort provision" and is not actually mandated.

5. Anecdotal evidence suggests that disparity often results from contracts being too large for minority and women-owned enterprises to meet bid specifications or financing requirements, and also from a lack of notification about hiring and contracting opportunities. Also, anecdotal evidence suggests that there is an informal network among majority-owned business enterprises that routinely exclude minority and women-owned business enterprises.

Consequently, the MGT Report provides sufficient evidence to justify a narrowly tailored minority and women-owned business enterprise program to broaden and improve the effectiveness of existing outreach programs to minority and women-owned businesses in order to utilize more of these businesses in the City's procurement and construction contracts.

DISPARITY STUDY COMMITTEE RECOMMENDATIONS

The Committee recommends the following actions and systems to dismantle the historical barriers that have resulted in the disparities identified in the Study. These actions are designed to enable underrepresented groups to better avail themselves of the economic opportunities that have always existed through the City's day-to-day business activities but have not always been equally and fairly accessible to all. The recommendations contained herein fall into one of four areas: General Recommendations, City Procurement of Goods and Services, City Employment, Recruitment and Development, and Tax Incentive Programs. For each of these areas, the recommendations are categorized as being immediate, near term, or long term actions the City should take. Immediate actions should be undertaken within thirty (30) days of the Mayor approving this plan. Near term actions should be taken within six (6) months of the Mayor approving this plan. Long term actions should be taken within a year to two years of the Mayor approving this plan.

I. General Recommendations:

The recommendations contained in this section reflect overarching strategic actions the Committee believes will reduce the disparities identified in MGT's final report.

A. Immediate Actions (thirty days):

- i. The Municipal Council should adopt a resolution approving this Strategic Plan and the recommendations made in it.
- ii. Upon adoption of this Strategic Plan, the Mayor should hold a press conference to inform the public about the Plan's recommendations and use the press conference as an opportunity to explain what the City can and cannot do under existing law to remediate historical disparities.
- iii. The Mayor should mandate that City departments immediately begin tracking data related to employment of minorities and women and of any contracts they may have with minority or women-owned businesses.
- iv. The Jersey City website should be updated to include a link on the main page to a section dedicated to the City's diversity and inclusion initiatives.
- v. The City's Division of Purchasing should organize an information session for minority and women-owned businesses in order to show them how to become government contractors and to register their business as a local Minority and Women-Owned vendor as well as inform them of upcoming opportunities to work with the City.
- vi. The Division of Purchasing's webpage on the City's website should be updated to feature a link to the City's Minority and Women-Owned Vendor's list as well as an application to register a business as a local Minority and Women-Owned vendor. In addition the webpage should also

feature bid opportunities, information about the City's Minority and Women-Owned Business outreach program, comprehensive contracting guidelines, links to the MGT Report and any Resolution/Ordinance passed in response to the MGT Report, information on how to contract with the City, bid tabulations, status of certification applications, links to management and technical assistance providers, annual Minority and Women-Owned Business outreach reports, direct links to online purchasing manuals, capacity, bonding, qualifications and experience data on certified firms and 90-day forecasts on business opportunities.

- vii. The City should begin the search for new Tax Abatement Compliance Officer whose duties shall include monitoring the activities of developers who have received tax abatements from the City and who, as a condition of those abatements, have entered into PECA or PLA Agreements and have agreed to make efforts to hire Minority and Women-Owned businesses.

B. Near Term Actions (six months):

- i. The City should amend Chapter 3-60.2C(2)(a) of the Municipal Code to provide for an Office of Diversity and Inclusion ("ODI") within the Department of Business Administration. This office should subsume the Office of Diversity and Inclusion which is currently under the Residence Response Center.
- ii. The Ordinance should establish a Chief Diversity and Inclusion Officer ("CDIO") to head the Office of Diversity and Inclusion and oversee all of the City's diversity and inclusion efforts including, but not limited to, ensuring the implementation of the recommendations contained in this Strategic Plan and collecting and analyzing all data and other relevant information pertinent to the remedial program recommended herein. The CDIO shall also be responsible for reviewing the annual report of the Abatement and Compliance Officer, coordinating with the City's Employment and Training Office to ensure that developers employ minority and women labor, and ensure that developers hire minority and women-owned businesses from the City's minority and women-owned business database. The Ordinance should also authorize sufficient funding for appropriate staff.

- iii. Chapter 3 should be amended further to clarify the City's specific goals and detail how the Human Resources Department, Division of Purchasing and Abatement Compliance Office should interface with the ODI and the CDIO.
- iv. The ODI should organize a training seminar for all types of businesses that meet the standard for minority and women-owned business enterprises to inform these entities as to how they can become certified as such and can be made aware of the value of being certified.
- v. The CDIO shall assume responsibility and/or oversight for the implementation of the strategic plan and the coordination of all of the City's diversity and inclusion efforts. The CDIO should be responsible for maintaining a database of all contracts with minority and women-owned business enterprises organized by department, as well as serve as the custodian of all research, information and data pertaining to the City's diversity and inclusion efforts.
- vi. The Mayor should establish a permanent Diversity and Inclusion Advisory Board by Executive Order.

C. Longer Term Actions (one to two years):

- i. The CDIO should issue an annual report to the Mayor.
- ii. The CDIO, in conjunction with the Division of Purchasing, should hold a biannual workshop, open to the public and targeted to minority and women-owned businesses, explaining the City's purchasing, procurement, construction contracting and development procedures and how business owners can become a City vendor or service provider. The workshop should provide written information on the rules governing local government procurement.
- iii. The Purchasing Disparity Study should be updated to determine if progress has been made, if other potential actions should be taken, and to comply with the law.
- iv. The City should pass an ordinance mandating a new Purchasing Disparity Study be conducted every five (5) years starting from the date that the next Purchasing Disparity Study is completed.

II. City Procurement of Goods and Services:

The City spends approximately \$100 million on goods and services each year. The goods and services that the City purchases are essential for the City to undertake the work it does on behalf of its residents. However, the City's spending power can also be leveraged to help alleviate the

disparity experienced by minority and women-owned businesses. To this end, the Committee recommends that the City take the actions detailed below.

A. Immediate Actions (thirty days):

- i. The City should designate an employee in the Division of Purchasing to identify and maintain a database of local minority and women-owned businesses enterprises and business enterprises that employ 20 percentage of same by category for notification and referral purposes.
- ii. The Business Administrator should convene a meeting with a representative from the Law Department, the Division of Purchasing, the Mayor's Office, and any other City department or office deemed relevant, to identify immediate procurement opportunities that can be offered to minority and women-owned business enterprises in construction, architecture, engineering professional services, other services and goods and supplies. The resultant opportunities should be announced as soon as possible even while the longer term recommendations contained in this report are being implemented.

B. Near Term Actions (six months):

- i. Before soliciting bids for service and construction contracts, the City should identify specific opportunities where it can include local, minorities and/or women contractors as a specification of the prospective bid.
- ii. When evaluating bidders some preference should be given to vendors that are minority or women-owned and/or can demonstrate that twenty (20) percent of their work force are local residents, minorities and/or women.
- iii. The ODI should take over the maintenance of the minority and women-owned business database.
- iv. The ODI should establish a public relations campaign to create awareness of the City's minority and women-owned business enterprise database, and the goals underlying it, to encourage all relevant businesses to sign up and use it when sourcing goods and services.
- v. The City should update its website to include a page providing access to the minority and women-owned business enterprises database. The page should also provide automatic notice to qualifying businesses of relevant opportunities and should allow other businesses to post opportunities.
- vi. The Director of Purchasing should issue a monthly report to the CDIO detailing how many of the goods and services procured that month by the City were to local, minority or women-owned businesses.

C. Longer Term Actions (one to two years):

- i. The City's web portal should be updated to allow businesses to be able to download the requisite forms to sign up for inclusion in the State's minority and women-owned business enterprises database.
- ii. The ODI should create a pamphlet that can be made available online and in hard copy providing all necessary information on how to become a City vendor or professional.
- iii. The ODI should track how often each initiative is utilized and evaluate its effectiveness.

III. City Employment, Recruitment and Development:

The City employs approximately 3,000 employees in many different positions at all skill sets, education levels, experience levels, and management levels. Through recruiting minorities and women as well as implementing a development and mentoring program, the City could provide considerable employment opportunities to groups traditionally underrepresented in local government. In furtherance of this goal the Committee makes the recommendations set forth below.

A. Immediate Actions (thirty days):

- i. The Human Resources (hereinafter "HR") Department should identify and attend job fairs and other appropriate events at local schools and institutions.
- ii. The City should create a job center on its website that is in line with best practices including posting all City positions.
- iii. Contact information should be collected from all summer youth program participants. Permission should be obtained to continue to contact participants after the summer so that job opportunities can be sent to prior summer youth program participants.
- v. The City's hiring processes and policies should be memorialized and posted on the City's website.

B. Near Term Actions (six months):

- i. The ODI should assume the HR Department's outreach efforts at local schools and institutions.
- ii. The ODI should undertake a demographic and salary audit of all City employees to determine if there is any pay equality issues.

C. Longer Term Actions (one to two years):

- i. The City should create a development and mentoring program so that current City employees interested in leadership roles have a path to obtaining these positions.
- ii. HR Department should issue an annual report detailing how many new positions were created and filled, how many current positions were newly filled, and how many people were promoted and to what positions. This report should provide the demographics for each category.
- iii. The HR Department should track how people learn about available City positions.

IV. Tax Incentive Programs:

Currently, there are approximately 122 buildings throughout the City that have received tax abatements. These projects were awarded abatements because of the anticipated economic benefit to the City that would result from their construction. The amount of temporary and permanent jobs, as well as goods purchased, resulting from these developments made possible through tax incentives, is considerable. However, this economic activity can be leveraged for additional good. Recognizing this, the City began to require developers receiving tax abatements to enter into Project Labor Agreements (PLAs) and Project Employment and Contractor Agreements (PECA). While this was a meaningful first step, it is also evident these efforts did not result in the desired level of minority and women-owned business participation. Accordingly, in an effort to correct this, the Committee makes the following recommendations:

A. Immediate Actions (thirty days):

- i. The Mayor's Tax Abatement Policy should be amended to include incentives for developers who exceed the requirements of the PLA and PECA.

B. Near Term Actions (six months):

- i. Revise City Ordinance 07-123, which requires developers receiving tax abatements to enter into PECA and PLA agreements, and replace the good faith requirement with a hard target mandating that twenty (20) percent of the man hours of a project must go to minority and or women laborers. This revision should also include hard targets with respect to construction contracting with minority and women-owned contractors and subcontractors as well as to source materials from minority and women-owned businesses.

- ii. Developers should be required to report quarterly on compliance with the targets and requirements set forth in the Ordinance to the Abatement and Compliance Office.
- iii. The Ordinance should be further revised to provide meaningful penalties in addition to simply providing for the termination of the abatement.
- iv. The Abatement and Compliance Office should be reviewed annually and augmented as needed.

C. Longer Term Actions (one to two years):

- i. The Abatement and Compliance Office should issue an annual report to the Mayor and the CDIO.
- ii. Developers should be required to work with the City's Employment and Training Office to ensure a pipeline of minority and women skilled labor for projects.
- iii. Developers should be required to work with the ODI to ensure that they utilize the minority and women-owned business enterprises database for subcontractors and goods.
- iv. The ODI should monitor the activities of local minority and women contractors and subcontractors to determine if the hard targets established for PECA and PLA Agreements are being met.

CONCLUSION

The within report provides a recommended strategic plan for the establishment of a minority and women-owned business remedial procurement construction contracting and employment program. The actions envisioned by this plan are narrowly tailored to address the compelling governmental interest in correcting the disparities identified in the MGT Report. The Committee believes that it is imperative that all the actions recommended in this report be implemented in accordance with the timeframes identified. The Committee recognizes that once a Chief Diversity and Inclusion Officer is hired, that person will have his or her own vision of how to correct the longstanding disparity issues identified in the MGT Report. It is expected that this person's vision will be incorporated into the City's overall plans to correct disparities. Consequently, the Committee recommends that this plan be reviewed and updated within the next two years.

Respectfully submitted,



Hon. Diane Coleman
Committee Chair



Hon. Joseph Charles, Jr., J.S.C. (retired)
Committee Vice-Chair

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.722

Agenda No. 10-Z.1

Approved: OCT 14 2015

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF LOCKE LORD LLP TO REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

COUNCIL

of the following resolution:

offered and moved adoption

WHEREAS, Police Officers Thomas Johnston and Clyde Banks have been named in a complaint filed in the Superior Court of Law under Docket No. HUD-L-4633-13 by Francis DeFazio and Shazia DeFazio alleging violation of their civil rights as well as a hostile work environment; and

WHEREAS, the Municipal Council adopted Resolution No. 14-638 authorizing an Agreement with the firm of Locke Lord LLP; and

WHEREAS, the firm of Locke Lord LLP is qualified to perform these services and will provide these services at the rate of **\$125 per hour**, including expenses, for a total amount not to exceed **\$50,000**; and

WEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Locke Lord LLP has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Locke Lord LLP from making any reportable contributions during the term of the contract; and

WHEREAS, Locke Lord LLP has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Locke Lord has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **15-15-298-56-000-856**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Locke Lord LLP is hereby amended to increase the Contract by an additional **\$50,000** for a total amount of **\$100,000.00**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 15.722Agenda No. 10.Z.1 OCT 14 2015

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF LOCKE LORD LLP TO REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. **15-15-298-56-000-856**.

Matthew Hogan, *RISK MANAGER*

MLM/dc
9/23/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF LOCKE LORD LLP TO REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	LAW	LAW
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Due to the on-going litigation and complexity of this matter, an additional \$50,000 is required.

Cost (Identify all sources and amounts)

City Funds

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

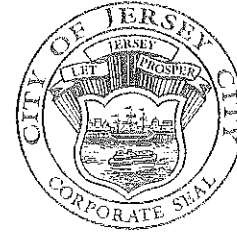
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.15.723

Agenda No. 10.Z.2

Approved: OCT 14 2015

TITLE:



**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH BRACH EICHLER, LLC TO REPRESENT FORMER FIRE DIRECTOR
ARMANDO ROMAN, JEROME CALA, FIRE CHIEF DARREN RIVERS AND
STEVEN MCGILL IN THE MATTER OF CONSTANCE ZAPPELLA V. CITY OF
JERSEY CITY, ET AL.**

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution No. 14-583 on August 20, 2014 authorizing a professional services agreement with the law firm of Brach Eichler, LLC, 101 Eisenhower Parkway, Roseland, NJ 07068 as Special Counsel to represent the former Fire Director Armando Roman, Jerome Cala, Fire Chief Darren Rivers and Steven McGill that have been named in a complaint filed in United States District Court under Docket No. 2:14-CV-03369-SDW-MCA by Constance Zappella alleging gender discrimination in the workplace, violation of state civil rights, NJLAD; and

WHEREAS, the law firm of Brach Eichler, LLC are qualified to perform these services; and

WHEREAS, special counsel agrees to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount of the remaining balance from the previous contract in the amount of **\$44,973.94**; and

WHEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services "fair and open" as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, in September 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Brach Eichler LLC submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, Brach Eichler, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Brach Eichler LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Brach Eichler LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Brach Eichler LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in **Account No.: 15-14-298-56-000-856**.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An agreement is awarded to Brach Eichler, LLC to represent Former Fire Director Armando Roman, Jerome Cala, Fire Chief Darren Rivers and Steven McGill in the Constance Zappella litigation, for a total amount of the remaining balance from the previous contract in the amount of **\$44,973.94**, including expenses.

City Clerk File No. Res. 15-723Agenda No. 10-Z.2 OCT 14 2015

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER, LLC TO REPRESENT FORMER FIRE DIRECTOR ARMANDO ROMAN, JEROME CALA, FIRE CHIEF DARREN RIVERS AND STEVEN MCGILL IN THE MATTER OF CONSTANCE ZAPPELLA V. CITY OF JERSEY CITY, ET AL.

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. The Mayor or Business Administrator is hereby authorized to execute a professional services agreement attached and subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. 15-14-298-56-000-856.

Matthew Hogan, Risk Manager

:igp
9/25/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolan R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER, LLC TO REPRESENT FORMER FIRE DIRECTOR ARMANDO ROMAN, JEROME CALA, FIRE CHIEF DARREN RIVERS AND STEVEN MCGILL IN THE MATTER OF CONSTANCE ZAPPELLA V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Reauthorize the Contract for Calendar Year 2015-2016-No additional funds.

A Complaint was filed by Constance Zappella against former Fire Director Armando Roman, Jerome Cala, Fire Chief Darren Rivers and Steven McGill in the United States District Court under Docket No. 2:14-CV-03369-SDW-MCA alleging gender discrimination in the workplace, violation of state civil rights, NJLAD. Due to a conflict of interest, it is necessary to continue to hire outside counsel.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 15-14-298-56-000-856- No additional funds.

Contract term (include all proposed renewals)

One Year

Type of award

Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AGREEMENT

This Agreement dated the _____ day of _____, 2015 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Brach Eichler LLC, of 101 Eisenhower Parkway, Roseland, New Jersey 07068. ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent Former Fire Director Armando Roman, Jerome Cala, Fire Chief Darren Rivers and Steven McGill with legal services in connection with Constance Zappella v. City of Jersey City, et als.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed the remaining amount from the previous contract in the amount of \$44,973.94 .

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during

the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

BRACH EICHLER, LLC

Matthew Collins, Esq.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Matthew M. Collins, Esq.

Representative's Signature: 

Name of Company: Brach Eichler L.L.C.

Tel. No. 973-403-3151

Date: 6/23/15

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.gov/purchase/contract-compliance/aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 126
4. COMPANY NAME Brach Eichler L.L.C.		
5. STREET 101 Eisenhower Parkway	CITY Roseland	COUNTY Essex
STATE NJ		ZIP CODE 07068
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 127		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT City of Jersey City		
CITY Jersey City		COUNTY Hudson
STATE NJ		ZIP CODE 07302
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL 1 TOTAL (Cols 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/ Managers	28	20	8					20					8
Professionals	51	28	23				2	26	1				22
Technicians	3	2	1					2	1				
Sales Workers													
Office & Clerical	40	1	39	1					1	5		2	31
Craftworkers (Skilled)													
Operatives (Semi-skilled)	4	3	1	1	2				1				
Laborers (Unskilled)													
Service Workers													
TOTAL	126	54	72	2	2		2	48	2	7		2	61
Total employment from previous report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 6 28 15
13. DATES OF PAYROLL PERIOD USED From: 6/1/15 To: 6/15/15		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Jim Wyszowski	SIGNATURE 	TITLE Managing Director	DATE MO DAY YEAR 6 28 15
17. ADDRESS NO. & STREET 101 Eisenhower Parkway	CITY Roseland	COUNTY Essex	STATE NJ
ZIP CODE 07068		PHONE (AREA CODE, NO. EXTENSION) 973 - 228 - 5700	

Item F. Americans with Disabilities Act

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Matthew M. Collins, Esq.

Representative's Signature: _____

Name of Company: Brach Eichler L.L.C.

Tel. No.: 973-403-3151

Date: 6/23/15

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Brach Eichler L.L.C.
Address: 101 Eisenhower Parkway, Roseland, NJ 07068
Telephone No. : 973-403-3151
Contact Name: Matthew M. Collins, Esq.

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008**

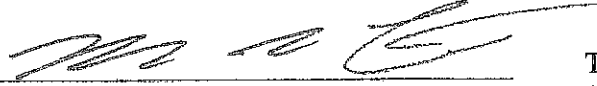
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Brach Eichler L.L.C. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Brach Eichler L.L.C. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity:

Signed  Title: Member
Print Name Matthew M. Collins, Esq. Date: 6/23/15

Subscribed and sworn before me

this 23 day of June, 20 15.

My Commission expires:

DIANE FAMULA

Diane Famula (Affiant)

A Notary Public of New Jersey

My Commission Expires 09/12/2017

(Print name & title of affiant)

(Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

04/29/09

Taxpayer Identification# 264-590-220/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

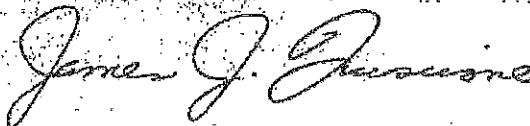
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

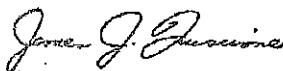
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

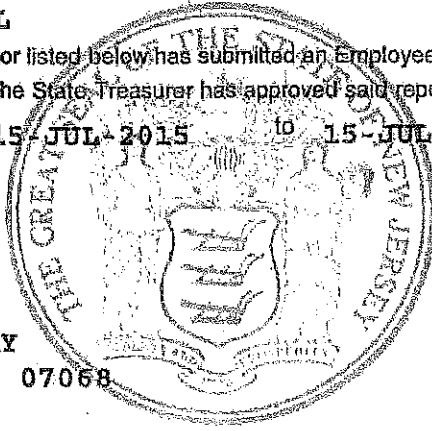
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: BRACH EICHLER L.L.C.	TRADE NAME:	
ADDRESS: 101 EISENHOWER PARKWAY ROSELAND NJ 07068	SEQUENCE NUMBER: 1483315	
EFFECTIVE DATE: 04/29/09	ISSUANCE DATE: 04/29/09	
 Director New Jersey Division of Revenue		
FORM-BRC <small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUL-2015 to 15-JUL-2018



**BRACH EICHLER LLC
101 EISENHOWER PARKWAY
ROSELAND**

NJ 07068



Robert A. Romano

Robert A. Romano,
Acting State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.724

Agenda No. 10.Z.3

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF WALDER HAYDEN, P.A. TO REPRESENT THE CITY OF JERSEY CITY IN THE CONDEMNATION MATTER OF 141 NEWARK AVENUE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City requires the services of an attorney to serve as Special Counsel to represent the City of Jersey City in the condemnation matter of 141 Newark Avenue; and

WHEREAS, the law firm of Walder Hayden, P.A. are highly qualified to undertake the acquisition of property on behalf of municipalities and are willing to do so at the City's hourly rate perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, such services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in September, 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Walder Hayden, P.A. submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, Walder Hayden, P.A. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Walder Hayden, P.A. from making any reportable contributions during the term of the contract; and

WHEREAS, Walder Hayden, P.A. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Walder Hayden, P.A. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of **\$20,000** are available for the costs of these services in Account No: **15-01-201-20-155-312**.

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An agreement is awarded to Walder, Hayden, P.A. to represent the City of Jersey City in the condemnation matter of 141 Newark Avenue, for a total amount of **\$50,000**, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 15.724Agenda No. 10.2.3 OCT 14 2015

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH THE LAW FIRM OF WALDER HAYDEN, P.A. TO REPRESENT THE CITY OF
JERSEY CITY IN THE CONDEMNATION MATTER OF 141 NEWARK AVENUE**

3. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: **15-01-201-20-155-312** for payment of this resolution.

P0#118645

Donna Mauer

Donna Mauer, Chief Financial Officer

igp
10/7/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
For Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10.14.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF WALDER HAYDEN, P.A. TO REPRESENT THE CITY OF JERSEY CITY IN THE CONDEMNATION MATTER OF 141 NEWARK AVENUE

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Due to the complexity and conflict of interest of this condemnation, outside counsel is necessary. The firm of Walder Hayden, P.A. are highly experienced and uniquely qualified to undertake the acquisition of the property.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Law Department Funds
15-01-201-20-155-312
\$50,000

One Year

Type of award

Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed

within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may

refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use

alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be

handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Walder Hayden, P.A.

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

Walder Hayden, P.A. (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the Notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

MICHAEL J. Fawl, Jr., Esq.

Representative's Signature:

Name of Company:

Walder Hayden, P.A.

Tel. No.:

973-998-5300

Date:

4/23/15

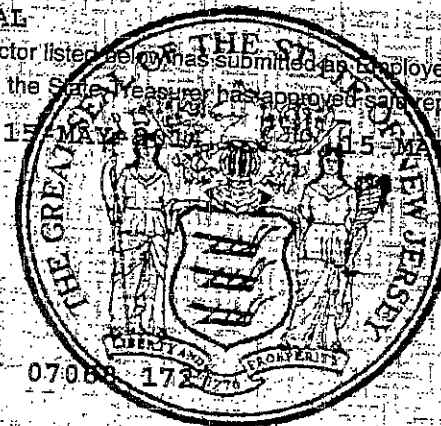
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 14868

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAY-2018 TO 15-MAY-2021



WALDER HAYDEN, P.A.
5 BECKER FARM ROAD
ROSELAND

NJ 07068-1720

Andrew P. Sidamon-Eristoff
State Treasurer

Item F. Americans with Disabilities Act

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Shareholder of Walden Hayden, PA (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael J. Foul Jr., Esq.
 Representative's Signature: [Signature]
 Name of Company: Walden Hayden, PA
 Tel. No.: 973-992-5300 Date: 6/24/15

Item G. MWBE Questionnaire (2 Copies)

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Walden Hayden, P.A.
Address : 5 Becker Farm Road, Roseland, NJ 07068
Telephone No. : 973-992-5300
Contact Name : Michael J. Foul, Jr., Esq.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

01/15/14

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 254 TRENTON, NJ 08646-0262
TAXPAYER NAME: WALTER HAYDEN, P.A.	TRADE NAME:	
ADDRESS: 5 BECKER FARM RD ROSELAND NJ 07068-1741	SEQUENCE NUMBER: 0007689	
EFFECTIVE DATE: 11/01/77	ISSUANCE DATE: 01/15/14	
Director New Jersey Division of Revenue		

FORM BRC
04-089-0205040

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.725

Agenda No. 10.2.4

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARCHER & GREINER, P.C. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, in order for the City of Jersey City, (the "City") to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

WHEREAS, the City desires to retain qualified bond counsel in connection with the authorization, issuance, sale and delivery of said City obligations from time to time; and

WHEREAS, the City posted notice on its website of a Request for Qualifications (RFQ) for bond counsel services; and

WHEREAS, Archer & Greiner, P.C. possess the qualifications and expertise to provide these professional legal services; and

WHEREAS, Archer & Greiner, P.C. agreed to provide necessary legal services required to provide for the authorization, issuance, sale and delivery of the City obligations and related special counsel legal services in accordance with this resolution; and

WHEREAS, the agreement authorized is effective as of September 10, 2015 and shall end on September 9, 2016 inclusive; and

WHEREAS, the total amount of the contract shall not exceed the sum of \$125,000; and

WHEREAS, funds in the amount of \$125,000 are available in Account No. 04-215 55-923-990; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, this contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

WHEREAS, Archer & Greiner, P.C. has submitted its Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance adopted on September 3, 2008.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Archer & Greiner, P.C., for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a contract term commencing on September 10, 2015 and ending on September 9, 2016 for a total contract amount not to exceed \$125,000.00 which is based on the following fee schedule:

City Clerk File No. Res. 15.725Agenda No. 10.7.4 OCT 14 2015

TITLE:

- A. For services rendered or in connection with each bond sale a fee of \$4,000 plus \$1.00 per \$1,000 of bonds issued.
- B. For services rendered in connection with the preparation of the each bond ordinance, a fee of \$400 for each single purpose ordinance and \$600 for each multi purpose ordinance.
- C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an OS, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$1,250 for Bond Counsel's approving legal opinion and \$.80 per \$1,000 of bond, tax anticipation or emergency notes issued.
- D. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the IRS Code to provide payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.
- E. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. These rates range from \$75.00 to \$150.00 per hour depending on the attorney or paralegal involved.
- F. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in E above.

2. This contract is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i).

3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

5. The award of this contract shall be subject to the condition that Archer & Greiner, P.C., provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;

6. Notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within (10) days of this award.

I, Donna Mauer, Donna Mauer, Chief Financial Officer certify that funds in the amount of \$125,000 are available in Account No. No. 04-215-55-923-990 PO# 118646

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

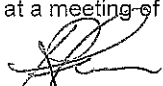
APPROVED 7-0

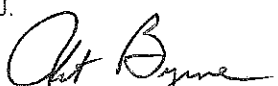
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARCHER & GREINER, P.C. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To retain qualified bond counsel to provide professional legal services in connection with the issuance of certain obligations and legal advice with respect to the Local Bond Law.

Cost (Identify all sources and amounts)

Capital Funds
This contract is funded from the proceeds of bond/note sales

Contract term (include all proposed renewals)

September 10, 2015-September 9, 2016

Type of award Fair and Open - RFQ

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/7/15
Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to

provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please

note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional

transcripts.

G. Adherence to Ethical Standards

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates

The total amount of this agreement shall not exceed \$125,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

1. The City will make payment to Bond Counsel for services rendered in accordance with the following schedule:

a. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described in Section III (A)(1)(d) below.

b. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$1,250.00 for Bond Counsel's approving legal opinion in connection with such a financing and \$.80 per thousand dollars of bond or tax anticipation notes or emergency notes issued. The total fees involved shall not exceed \$7,500. If additional services are required, such as with issues involving advance refundings or the combination of numerous ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

c. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

d. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect for the City or a private entity when the services are rendered. The present hourly rates range to be billed to the City range from \$75 to \$150 per hour depending on the paralegal or attorney involved. However, should the City require services in connection with a Redevelopment Area Bond (RAB) financing, where the fees are being paid by the private redeveloper and not the City, the present hourly rates range from \$75 to \$325 per hour depending on the paralegal or attorney involved (a rate structure will be negotiated by Bond Counsel with the redeveloper and approved by the City at the time of the undertaking of the Redevelopment Area Bond financing). Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the City, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled loan financing or redevelopment area bond financing being undertaken by or in connection with the City.

e. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter';

‘worked on discovery’, ‘work on file’, ‘prepare for meeting’, ‘misc.’, and ‘other’.

- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel’s system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel’s overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed. Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup. The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket

disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements. The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning. Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail. The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses. All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the**

Corporation Counsel's prior approval.

K. Reimbursement of Meals for Overnight Travel. The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records. To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable. Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through. If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential

information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS.

A. Governing Law/Jurisdiction

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

By:
Firm:

APPENDIX A CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

_____(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30

days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.726

Agenda No. 10.7.5

Approved: OCT 14 2015

TITLE:



RESOLUTION AWARDING A CONTRACT TO BUSINESS WATCH INTERNATIONAL, INC. FOR THE OPERATION, MANAGEMENT AND ADMINISTRATION OF DATA PROCESSING SERVICES FOR THE TRACKING OF ITEMS SOLD BY SECONDHAND DEALERS

Council
following resolution:

Offered and moved adoption of the

WHEREAS, theft of personal property negatively affects the residents of City of Jersey City (the "City") and the surrounding area, and has a negative financial impact on citizens and businesses;

WHEREAS, the City Council believes that a thorough investigation, identification, maintenance of records, and licensing of secondhand dealers in the City of Jersey City is required and would be in the interest of public safety and general welfare, consistent with and in accordance with N.J.S.A. 51:5-1 et seq. and N.J.S.A. 51:6-1 et seq.; and

WHEREAS, the City Council adopted Ordinance 14-104 on September 23, 2014 with the purpose and intent to assist law enforcement officials and victims of crime in recovering stolen precious metals, gems, gemstones, and/or other articles by amending the City Code to require electronic reporting, maintenance and distribution criteria for secondhand and transient dealers; and

WHEREAS, the use of electronic reporting systems for the above referenced type of information is common across the United States; and

WHEREAS, electronic reporting systems are proved to dramatically increase law enforcement's ability to efficiently collect transaction data, to make matches of sold or pawned items to stolen items, and to identify trends in the selling or pawning of stolen property; and

WHEREAS, the City desires to award a concession contract to a contractor that can provide an electronic reporting system to aid law enforcement in their investigations of stolen personal property; and

WHEREAS, Resolution Res. 15.121, approved on February 25, 2015, authorized Jersey City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a concession contract for the operation, management and administration of data processing services for the tracking of items sold by secondhand dealers; and

WHEREAS, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Unit Pay-To-Play Law, N.J.S.A 19:44A-20.4 et seq.; and

WHEREAS, the contractor will be providing the services for the City based on a yearly licensing fee to be paid by secondhand dealers; and

WHEREAS, Jersey City publicly advertised for bids and received two proposals; and

WHEREAS, a review committee appointed by Jersey City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report attached hereto recommending that the contract be awarded to Business Watch International, Inc.; and

City Clerk File No. Res. 15.726Agenda No. 10.7.5 OCT 14 2015

TITLE:

WHEREAS, because the service will be operated by Business Watch International, Inc. at no cost to Jersey City, a certification of funding pursuant to N.J.S.A 40A:4-57 is not required for this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a concession contract for the operation, management and administration of data processing services for the tracking of items sold by secondhand dealers in Jersey City is awarded to Business Watch International, Inc.;
2. The concession contract is awarded at no cost to Jersey City for a term of five (5) years commencing on the date the attached contract is signed by City Officials;
3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of that attached;
4. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

JMcK
10-08-2015

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan

Corporation Counsel

Certification Required ☐Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A CONTRACT TO BUSINESS WATCH INTERNATIONAL, INC. FOR THE OPERATION, MANAGEMENT AND ADMINISTRATION OF DATA PROCESSING SERVICES FOR THE TRACKING OF ITEMS SOLD BY SECONDHAND DEALERS

Project Manager

Department/Division	Business Administrator	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	(201) 547-5147	RJKakoleski@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide a service that allows for the tracking of goods purchased and sold by secondhand dealers in Jersey City.

Cost (Identify all sources and amounts)

\$0.00

Contract term (include all proposed renewals)

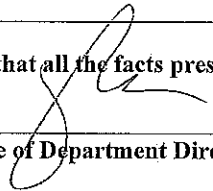
5 years

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/8/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.727

Agenda No. _____ 10.7.6

Approved: _____

WITHDRAWN



TITLE: RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES, FOR THE DESIGN OF TRAFFIC SIGNAL INTERSECTION IMPROVEMENTS AT JERSEY AVENUE / PHILLIP STREET / JOHNSTON AVENUE / AUDREY ZAPP DRIVE, PROJECT NO. T-2015-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, The New Jersey Turnpike Authority is in the process of constructing a vehicular bridge over Mill Creek on Jersey Avenue; and

WHEREAS, the City of Jersey City (City) must construct a traffic light at the intersections of Jersey Avenue/Phillip Street/ Johnston Avenue/Audrey Zapp Drive; and

WHEREAS, the City requires the professional services of an engineering firm to design and prepare final construction plans and specifications; and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in April 2015 publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, on August 7, 2015 City solicited Proposals from five (5) prequalified engineering firms; and

WHEREAS, Edwin A. Reimon, PE, CME, Engineering Services submitted a Qualification Statement in response to the City's 2015 RFQ; and

WHEREAS, Edwin A. Reimon is a pre-qualified engineering firm that can provide technical and civil engineering services for roadway projects such as Design of Traffic Signal and Intersection Improvements at the intersections of Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive; and

WHEREAS, in response to the City's Request for Proposals, Edwin A. Reimon, PE, CME, Engineering Services, submitted the attached proposal dated August 25, 2015 in the amount of Thirty Three Thousand Eight Hundred and Fifty (\$33,850.00) Dollars; and

WHEREAS, the total contract amount for the Design of Traffic Signal and Intersection Improvements at Jersey Avenue/Phillip Street/ Johnston Avenue/Audrey Zapp Drive, Project No. T2015-007 shall be for a sum not to exceed Thirty Three Thousand Eight Hundred and Fifty (\$33,850.00) Dollars; and

WHEREAS, Funds for this expenditure are available from the following Capital account:

Acct. No.	Req. #	P.O. #	Amount
04-215-55-948-990	0171545	118594	\$33,850.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and Edwin A. Reimon PE, CME, Engineering Services, submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

City Clerk File No. Res. 15.727Agenda No. 10.Z.6

TITLE:

WITHDRAWN

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES, FOR THE DESIGN OF TRAFFIC SIGNAL INTERSECTION IMPROVEMENTS AT JERSEY AVENUE / PHILLIP STREET / JOHNSTON AVENUE / AUDREY ZAPP DRIVE, PROJECT NO. T-2015-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form attached with Edwin A. Reimon, PE, CME, Engineering Services, to provide engineering services for a total contract amount not to exceed \$33,850.00;
2. The term of the contract shall be nine (9) months and final plans, specifications, Engineer's construction cost estimate and Engineer's design certification shall be completed and submitted to the City of Jersey City by May 31, 2016;
3. This agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contract Law, N.J.S.A. 40 A:11-5(1)(a)(i);
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption;
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and Incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Capital Account number:

Acct. No.	Req. #	P.O. #	Amount
04-215-55-948-990	0171545		\$33,850.00

APPROVED:

Joao D'Souza, Director of Traffic and Transportation

APPROVED:

Jose R. Cunha, PE, CME, CPWM, CRP
Director of Engineering

APPROVED:

Robert J. Kakoleski
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED****RECORD OF COUNCIL VOTE ON FINAL PASSAGE****10.14.15**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

WITHDRAWN

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES, FOR THE DESIGN OF TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENT AT JERSEY AVENUE/PHILLIP STREET/JOHNSTON AVENUE/AUDREY ZAPP DRIVE, PROJECT NO. T-2015-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transportation
Name/Title	Joao D'Souza	Director of Traffic and Transportation
Phone/email	201-547-4530	joao@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Turnpike Authority is in the process of constructing a vehicular bridge over Mill Creek on Jersey Avenue, therefore, a traffic signal needs to be in place to improve vehicular traffic at the intersection of Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive.

Cost (Identify all sources and amounts)

Acct. No.	\$33,850.00 Capital funds
-----------	---------------------------

Contract term (include all proposed renewals)

Nine Months.

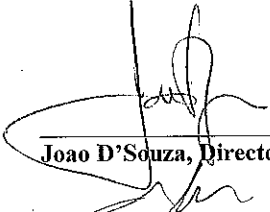
Type of award

Fair/Open

If "Other Exception", enter type**Additional Information**

Proposals for design were solicited from the following prequalified Engineering firms:

Edwin A. Reimon, PE, CME	\$ 33,850.00
KSE Engineers	\$ 65,306.00
CME Engineers	\$491,327.00
RBA Group	\$ None received
AR&H Associates	\$None received


Joao D'Souza, Director, Traffic & Transp.

Signature of Department Director


Date


Date

AGREEMENT

Agreement made this day of , 2015 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and EDWIN A. REIMON, PE, CME ENGINEERING SERVICES, located at 251 Ridge Road, Lyndhurst, NJ 07071, (hereinafter referred to as ("CONSULTANT")).

WHEREAS, the CITY requires professional engineering services for the Design of Traffic Signal and Intersection Improvements at Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive, Project No. T-2015-007 ("Project"); and

WHEREAS, the CITY requires professional engineering services to implement design plans and specifications for the Project and provide an engineer's estimate; and

WHEREAS, CONSULTANT submitted a proposal dated August 25, 2015, ("Consultant's Proposal"), in the amount of Thirty Three Thousand Eight Hundred and Fifty (\$33,850.00) Dollars and no Cents, attached hereto; and

WHEREAS, the CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to design and preparation of construction plans and specifications of the Project, and provide an engineer's estimate; and

WHEREAS, the CITY approved Resolution No. _____ on _____, 2015 awarding a professional services contract to the CONSULTANT; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with engineering services, for the design of Traffic Signal and Intersection Improvements at Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive, Project No. T-2015-007.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement

and the Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of Nine (9) months after execution of this Agreement.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal with a total contract amount not to exceed Thirty Three Thousand Eight Hundred and Fifty Dollars (\$33,850.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract. The CONSULTANT shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- i) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.

- ii) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- iii) Automobile Liability in the amount of \$1,000,000 combined single limit.
- iv) Professional Liability in the amount of \$2,000,000 per occurrence in aggregate.

The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) day's written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with

the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture, Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full,

required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY, and its respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

-For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract is awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance 3-9.1 et seq. adopted on June

12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes. The Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance 3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

ROBERT J. KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

EDWIN A. REIMON, PE, CME
ENGINEERING SERVICES

BY: _____
EDWIN A. REIMON
PRESIDENT

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1905437 FOR REIMON,EDWIN A IS VALID.

Requisition #

0171545

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
EDWIN A REIMON
251 RIDGE ROAD
LYNDHURST NJ 07071

Dept. Bill To
ARCH, ENG, TRAFF & TRANS.
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Dept. Ship To
ARCH, ENG, TRAFF & TRANS.
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

RE452096MV

Contact Info
Joao D'Souza, Traffic Director
2015474470

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	T15-007 PROF SVCS FOR ENCUMBRANCE PURPOSE	04-215-55-948-990	33,850.00	33,850.00

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL
ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON
FOR THE DESIGN OF TRAFFIC SIGNAL INTERSECTION
IMPROVEMENT AT JERSEY AVENUE / PHILLIP STREET /
JOHNSTON AVENUE / AUDREY ZAPP DRIVE
JC PROJECT NO: T-2015-007

PROPOSAL DATED AUGUST 25, 2015
IN THE AMOUNT OF \$33,850.00
AMOUNT OF THIS REQUISITION = \$33,850.00


FUNDING - 2015 CAPITAL\CIVIL ENG. & PROF SERVICES

Requisition Total 33,850.00

Req. Date: 09/14/2015

Requested By: ODOM

Buyer Id:

Approved By: 

This Is Not A Purchase Order

Project No.	RFP'S	EDWIN REIMON	KSE ENGINEERS	CME ENGINEERS	RBA GROUP	AR&H ASSOC.
14-005	WILSON ST. ASSESSMENT & DESING OF ROADWAY LIGHTING	\$17,450.00	\$0.00	\$30,450.00	\$0.00	\$0.00
15-007	DESIGN OF TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENT @ JERSEY AVE, PHILLIP ST. & JOHNSTON AVE	\$33,850.00	\$65,306.00	\$491,327.00	\$0.00	\$0.00
15-008	CONSTRUCTION INSPECTION SERVICES FOR ROADWAY RECONSTRUCTION PROJECTS	\$74.00	\$90.00	\$98.00	\$0.00	\$0.00

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

August 25, 2015

Mr. Stanley Huang, P.E.
Municipal Engineer
Division of Architecture, Engineering Traffic & Transportation
13-15 Linden Avenue, Jersey City, NJ07305

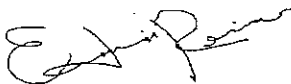
Reference: **Request for Proposals**

- **Design of Traffic Signal and Intersection Improvements**
- **Wilson Street Assessment and Design of Roadway Lighting**
- **Construction Inspection Services for Roadway Reconstruction Projects**

Dear Mr. Huang:

Please find enclosed three original signed proposals for each of the above referenced projects and a USB Memory with the files for each proposal; we look forward to continue serving the City of Jersey City. If you have any questions, please contact me at 201-686-9066 or by email at reimon5@msn.com.

Best Regards,



Edwin A. Reimon, P.E., C.M.E.
Principal

CITY OF JERSEY CITY

PROPOSAL

DESIGN OF TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS INTERSECTION OF JERSEY AVENUE, PHILLIP STREET AND JOHNSTON AVENUE

Prepared by:


EDWIN A. REIMON, P.E., C.M.E.

Date: August 20, 2015

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

August 20, 2015

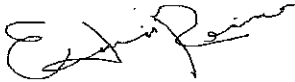
Mr. Stanley Huang, P.E.
Municipal Engineer
Division of Architecture, Engineering Traffic & Transportation
13-15 Linden Avenue, Jersey City, NJ07305

Reference: **Design of Traffic Signal Improvements**
Intersection of Jersey Avenue, Phillip Street and Johnston Avenue

Dear Mr. Huang:

This is my letter of intent to provide design of traffic signal improvements at the intersection of Jersey Avenue Phillip Street and Johnston Avenue in the City of Jersey City. As you will find in the body of my proposal, we have provided similar services throughout the State of New Jersey in the past and look forward to continue serving the City of Jersey City with this project. If you have any questions, please contact me at 201-686-9066 or by email at reimon5@msn.com.

Best Regards,



Edwin A. Reimon, P.E., C.M.E.
Principal
NJ PROFESSIONAL ENGINEER NO. 24GE03869400

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

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Resumes.....	7



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 23, 2015

TO : Peter Folgado, Purchasing Director

FROM : Robert Kakoleski, Business Administrator

SUBJECT : Award Recommendation Letter
Design of Traffic Signal Intersection Improvements at
Jersey Avenue/Phillip St/Johnston Ave/Audrey Zapp Dr
Jersey City Project No. T-2015-007

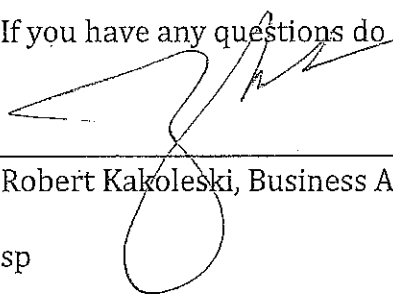
Please be advised, after careful and thorough review of the Proposals, I recommend that the contract be awarded to:

EDWIN A. REIMON PE, CME, ENGINEERING SERVICES
251 RIDGE ROAD
LYNDHURST, NJ 07071

Please proceed and utilize the following requisition listed below. Enclosed is the awarding resolution for your perusal.

REQ #	ACCOUNT NUMBER	AMOUNT
0171545	04-215-55-948-990	\$33,850.00

If you have any questions do not hesitate to call.


Robert Kakoleski, Business Administrator

sp

Attachments

c: Jose R. Cunha, PE, CME, CPWM, CRP, Director of Engineering
Brian F. Weller, Director, Division of AET&T
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 23, 2015

TO : Robert Kakoleski, Business Administrator

FROM : Brian Weller, LLA, ASLA, Director of AET&T *BW*

SUBJECT : **Recommendation to Award Contract**
Design of Traffic Signal Intersection Improvements
At Jersey Avenue/Phillip Street/Johnston Ave/Audrey Zapp Drive
Jersey City Project No. T-2015-007

On August 7, 2015, the Traffic and Transportation Director sent Request for Proposals, for the above mentioned project, to the following prequalified engineering firms:

- Edwin A. Reimon, PE, CME Engineering Services
- KSE Engineers
- CME Engineers
- RBA Group
- AR&H Associates

Please find memo attached requesting the award of contract in the amount of \$33,850.00 to:

EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES
251 RIDGE ROAD
LYNDHURST, NJ 07071

sp

Attachments

c: Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 23, 2015

TO : Brian Weller, Director, AET&T

FROM : Joao D'Souza, Director, Traffic & Transportation

SUBJECT : **Award Recommendation Letter**
Design of Traffic Signal Intersection Improvements at
Jersey Avenue/Phillip Street/Johnston Avenue/Audrey Zapp Drive
Jersey City Project No. T-2015-007

Please be advised, after a careful and thorough review of proposals received for above mentioned project, I recommend that the contract be awarded to:

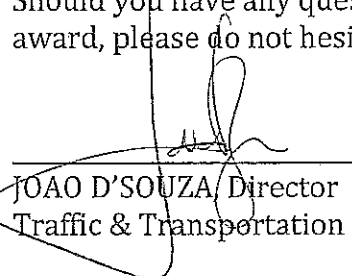
EDWIN A. REIMON PE, CME, ENGINEERING SERVICES
251 RIDGE ROAD
LYNDHURST, NJ 07071

Contract Amount = \$33,850.00

Please proceed and utilize the requisition listed below.

REQ #	ACCOUNT NUMBER	AMOUNT
0171545	04-215-55-948-990	\$33,850.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x4530.


JOAO D'SOUZA, Director
Traffic & Transportation

C: Dawn Odom, Supv Adm Analyst

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: General Engineering Services

REQUEST FOR QUALIFICATIONS
DIVISION: Architecture, Engineering, Traffic, & Transportation
DUE DATE: April 22, 2015

RESPONDENT'S CHECKLIST:

ITEM	RESPONDENT INITIALS	ADMINISTRATION REVIEW
A. Letter of Qualification	ER	
B. Non-Collusion Affidavit, properly notarized	ER	
C. Public Disclosure Information Statement	ER	
D. Letter of Intent	ER	
E. Mandatory Affirmative Action Language	ER	
F. Affirmative Action Compliance Notice	ER	
G. Employee Information Report	ER	
H. Vendor Activity Summary Report		
I. Americans with Disabilities Act	ER	
J. MWBE Questionnaire	ER	
K. Business Registration Certificate	ER	
L. Certification of Compliance with City's Pay-to-Play Ordinance 08-128 Vendor Affirmation and Signature	ER	
M. Business Entity Disclosure Certificate		
N. Public Works Contractor Registration		
O. NJDCA Engineering Firm Registration		
P. Original signatures on all required forms	ER	

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

LETTER OF QUALIFICATION

April 21, 2015

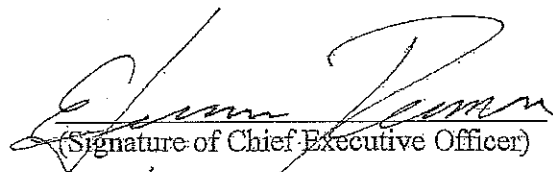
ATTN: Peter Folgado, Director of Purchasing
Jersey City Department of Administration
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307

Dear Mr. Folgado:

The undersigned have reviewed the Qualifications Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Jersey City (the City), dated April 17, 2015 in connection with the City's need for General Engineering Services.

We affirm that the contents of our Qualifications Statement (which Qualifications Statement is incorporated herein by reference) are accurate, factual, and complete, to the best of our knowledge and belief, and that the Qualifications Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of Edwin A Reimon.

(Respondent shall sign and complete the spaces provided below. If the Respondent is a joint venture, appropriate officers of each company shall sign.)


(Signature of Chief Executive Officer)

EDWIN A. REIMON, Principal
(Typed Name and Title)

EDWIN A. REIMON
(Typed Name of Firm)*

4/21/2015
Dated

(Signature of Chief Financial Officer)

(Typed Name and Title)

(Typed Name of Firm)*

Dated

*If joint venture, partnership, or other formal organization is submitting a Qualifications Statement, each participant shall execute this Letter of Qualification.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am

Edwin A. Reimon

of the firm

EDWIN A. REIMON

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named proposal; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25).

(Signature of Respondent)

Edwin A. Reimon

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

April 22nd OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

New Jersey

MY COMMISSION EXPIRES

10-4-15

Amy L. Prokop

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED, AND RETURNED WITH THIS PROPOSAL).

AMY L. PROKOP
A Notary Public of New Jersey
My Commission Expires October 4, 20 15

PUBLIC DISCLOSURE INFORMATION STATEMENT

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal, or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a Public Disclosure Information Statement. The Statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
EDWIN A BELMON	142 FRANCISCO AVENUE Rutherford NJ 07070	100

SIGNATURE:

Edwin A. Belmon
PRINCIPAL

TITLE:

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

April 22nd OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

AMY L. PROKOP
Notary Public

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES 10-4-15

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

AMY L. PROKOP
A Notary Public of New Jersey
My Commission Expires October 4, 20 15

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

LETTER OF INTENT

April 21, 2015

ATTN: Peter Folgado, Director of Purchasing
Jersey City Department of Administration
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307

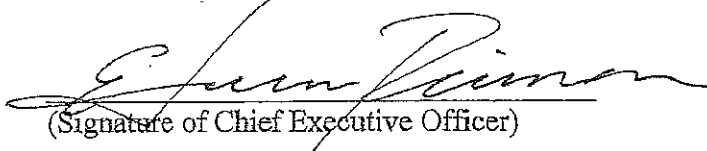
Dear Mr. Folgado:

The undersigned as Respondent has (have) submitted the attached Qualifications Statement in response to a Request for Qualifications (RFQ), issued by the City of Jersey City (the City), dated **April 17, 2015** in connection with the City's need for **GENERAL ENGINEERING SERVICES**.

EDWIN A REIMON HEREBY STATES:

1. The Qualifications Statement contains accurate, factual, and complete information.
2. **EDWIN A REIMON** agree(s) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **EDWIN A REIMON** acknowledge(s) that all costs incurred by it(them) in connection with the preparation and submission of the Qualifications Statement, and any Qualifications Statement prepared and submitted in response to the RFQ or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **EDWIN A REIMON** hereby declare(s) that the only persons participating in this Qualifications Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualifications Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. **EDWIN A REIMON** declare(s) that this Qualifications Statement is made without connection with any other person, firm, or parties who has submitted a Qualifications Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. **EDWIN A REIMON** acknowledge(s) and agrees that the City may modify, amend, suspend, and/or terminate the procurement process (in its sole judgment). In any case, the city shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to procurement activities described in this RFQ.
7. **EDWIN A REIMON** acknowledge(s) that any contract executed with respect to the provision of **GENERAL ENGINEERING SERVICES** must comply with all applicable affirmative action and similar laws. The Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.


(Signature of Chief Executive Officer)

Edwin A Reimon, Principal
(Typed Name and Title)

EDWIN A REIMON
(Typed Name of Firm)*

April 21, 2015
Dated

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): EDWIN A. REIMON

Representative's Signature: *Edwin Reimon*

Name of Company: EDWIN A. REIMON

Tel. No. (201) 686-9066 Date: 4/21/2015

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract-compliance/pdf/aa302ins.pdf>

SECTION A - COMPANY IDENTIFICATION

1. PID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 3	
4. COMPANY NAME Edwin A Reimon, P.E., C.M.E.				
5. STREET 251 Ridge Road	CITY Lyndhurst	COUNTY Bergen	STATE NJ	ZIP CODE 07071
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE NONE				
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 3				
10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE Jersey City Hudson NJ 07305				
Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER	

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	1	1			1								
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	2	2						2					

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 4/20/15 To: 5/1/15		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Edwin A Reimon	SIGNATURE 	TITLE Owner	DATE MO DAY YEAR 4 21 2015
17. ADDRESS, NO. & STREET 251 Ridge Road	CITY Lyndhurst	COUNTY Bergen	STATE NJ
	ZIP CODE 07071	PHONE (AREA CODE, NO., EXTENSION) 201 - 686 - 9066	

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: EDWIN A. REIMON
Representative's Signature: [Signature]
Name of Company: EDWIN A. REIMON
Tel. No.: (201) 686-9066 Date: 4/21/2015

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : EDWIN A REIMON
Address : 251 RIDGE ROAD
Telephone No. : (201) 686-9066
Contact Name : EDWIN A REIMON

Please check applicable category :

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: REIMON, EDWIN A
Trade Name:
Address: 251 RIDGE ROAD
LYNDHURST, NJ 07071
Certificate Number: 1905437
Effective Date: October 07, 2014
Date of Issuance: October 09, 2014

For Office Use Only:

20141009094836695

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON
SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that EDWIN A. REIMON (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract EDWIN A. REIMON (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: EDWIN A. REIMON

Signed Edwin Reimon Title: PRINCIPAL

Print Name EDWIN A. REIMON Date: 4/21/2015

Subscribed and sworn before me
this 22 day of April, 2015.
My Commission expires:

Seal)

(Affiant)
AMY L. PROKOP
(Print name & title of affiant) (Corporate)
AMY L. PROKOP
A Notary Public of New Jersey
My Commission Expires October 4, 2015

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☒ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
EDWIN A. REIMON	142 FRANCISCO AVE., RUTHERFORD, NJ 07070

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: EDWIN A. REIMON
Signed: Edwin Reimon Title: PRINCIPAL
Print Name: EDWIN A. REIMON Date: 4/21/2015

Subscribed and sworn before me this 22 day of

April, 2015

My Commission expires: 12-4-15

AMY L. PROKOP
(Affiant)
AMY L. PROKOP
(Print name & title of affiant) (Corporate Seal)

AMY L. PROKOP
A Notary Public of New Jersey
My Commission Expires: 12-4-15

CITY OF JERSEY CITY
Request for Qualification
GENERAL ENGINEERING SERVICES
April 2015 through April 2017

Prepared by:
EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

Date: April 21, 2015

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

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**CITY OF JERSEY CITY
ADDENDUM ACKNOWLEDGMENT FORM
REQUEST FOR QUALIFICATIONS**

The undersigned acknowledges receipt of the following addenda to the Request For Qualifications:

**THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH PROPOSAL PACKAGE: NOT TO BE
SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive, and bid will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. 1 Dated 4/17/2015

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Company: EDWIN A REIMON

Street Address: 251 Ridge Road

City, State, Zip Lyndhurst, NJ 07071

Authorized Signature: 

Date: April 21, 2015

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

Executive Summary

I am Edwin A. Reimon, P.E., C.M.E. a Sole Proprietor who started a professional services business on October 1, 2014. My business specialize in civil, geotechnical, structural engineering and survey services which are the disciplines I have been involved as engineer working for Municipalities and Consulting Engineering Companies in New York and New Jersey. During my 35 years of experience, I have been involved in numerous transportation projects, Master Plan projects, site development and utility improvement projects. As design engineer and manager in consulting engineering companies, I was involved in large highway/bridge projects like the design of three sections of Interstate 287, Route 21, Route 24, NJ Turnpike Widening 1985-1990, Garden State Parkway Interchange 123 and Access Ramps to Cheesequake Service Area, scoping of bridges and roadways, preliminary design of intersection improvements and interchanges and many other infrastructure projects for the NJDOT. I have also prepared design of intersection improvements to meet ADA accessibility requirements and I have managed inspection of repairs to large brick sewer pipes in the City of Newark, inspection services included review of pre-repair TV Video of the sewer main lines, lateral connections and manholes; installation of pipe lining, review of post lining TV Video and punch list. As site/civil engineer I have designed private and public development projects including residential developments, parking facilities including garages, health care, schools, recreational facilities like parks and ball fields and other municipal facilities including construction support for the delivery of these projects for occupancy. I have prepared Soil Erosion and Sediment Control Permit Applications for Municipal and Private Development Projects. I have prepared permit applications from the NJDEP for land use projects impacting wetlands, in flood hazard areas or stream encroachment and waterfront developments. I have also prepared permit applications for Roadway Access to the NJDOT. I have served as municipal engineer in West New York and Ridgefield and Planning Board Engineer for the County of Hudson and Borough of Ridgefield.

The engineers I have selected to work with me in this challenging project are also licensed as professional engineers in the State of New Jersey with of extensive history of success in municipal work in the field of civil and traffic engineering and most recently, Mr. Brian Conroy served for three years as Municipal Engineer in Ridgefield.

My office is located in Lyndhurst, less than 20 minutes away from downtown Jersey City and other areas of the City.

I look forward to working with the City of Jersey City in this challenging project.

Sincerely,

Edwin A. Reimon, P.E., C.M.E.
Principal

SCOPE OF SERVICES

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

SCOPE OF SERVICES
City Engineer

3.1 General

Edwin A. Reimon, a professional engineer and Certified Municipal Engineer in the State of NJ who has provided General Civil Engineering Services to municipalities, counties and the state of New Jersey for over 20 years will be the principal and contact person responsible for the execution of the contracts with the City of Jersey City. Mr. Reimon has served as Municipal Engineer at two Municipalities, West New York in 2007 and Ridgefield in 2006; in addition he has prepared design plans and provided construction administration of municipal projects in Newark, Perth Amboy, Jersey City and Paterson. He is a Professional Engineer Licensed in New Jersey since 1994 and Certified Municipal Engineer since 2000. He has extensive expertise and familiarity with the NJDEP-BMP for Storm Water Management, NJDOT-Design Manual of Roadways and Bridges; NJDOT Standard Specifications for Roadways and Bridges, New Jersey Land Use Laws and acquisition process of private properties for public projects or infrastructure improvement projects; ADA Policy for Public Facilities, Soil Erosion and Sediment Control Regulations and review of site plans for land developments. Other key members of the team for specific disciplines are:

Mr. John Pavlovich is a Professional Engineer with 40 years of experience providing traffic impact statement and traffic engineering design for municipal and State Projects and has also provided similar services for private developments accessing municipal or State Highways in New Jersey. Mr. Pavlovich is a Licensed Professional Engineer in the State of New Jersey.

Mr. Brian Conroy is a Professional Engineer in the State of New Jersey with over 10 years of expertise in municipal projects including parks, sport facilities, sewer rehabilitation and roadway improvement projects. Mr. Conroy has specialized in Storm Water Management and Soil Erosion and Sediment Control; he has served as municipal engineer in Ridgefield from 2010 through 2013.

Mr. David Aguanno is a Professional Land Surveyor in the State of New Jersey who has twelve years of experience in the Surveying field, including Boundary, Topographic, and Right-of-Way Survey, HDS Scanning, GPS/High Order Control, Leveling, and Construction Layout for a wide variety of projects, Tax Map updates and preparation of Subdivision Plats.

Latest projects relevant to the scope of services and successfully executed by members of the team are:

RELEVANT PROJECTS

CIVIL ENGINEERING

Irvine Turner Boulevard CM/CM, Essex County, Newark, NJ

This \$5.8 million project was funded with Federal and State moneys to provide traffic calming measures along Irvine Turner Boulevard. Median islands, five new traffic signals, bicycle lanes, stamped crosswalks, raised intersections, signs and roadway striping were installed throughout the project limits during the year-long project. Mr. Reimon's construction management team provided construction support services including bid analyses, inspection of work, review of shop drawings and material test results and punch list preparation, as well as assisting the City in the close out of the project. As Project Manager, Mr. Reimon was responsible for assigning staff to the project, technical advice and mentoring, maintain budget and schedule, coordination with client and review of deliverables.

Newark Avenue Streetscape Phase I - V, Jersey City Project No 12-013, Jersey city, New Jersey

The purpose of this project is to perform a streetscape improvement to Newark Avenue from Grove Street to Tonnelle Avenue. The streetscape section of the project includes new colored concrete sidewalk with architectural scoring. PROJECT will also perform the design layout for the decorative lighting, including photometric. The design plans also includes the resetting of castings, new castings where the existing ones are in poor condition, resetting of cellar doors, resetting or new inlets/catch basins, new eco-curb pieces and bicycle safe grates, new traffic markings and symbols type thermoplastic, detectable warning surface at the handicap ramps, new foundation for the decorative lighting, traffic signs, trees and tree pits, street furniture and decorative crosswalk design at street intersections. At the request of the City Engineering Office, Project performed additional design services for the Improvements to Mercado Park, which included grading drainage and landscaping and improvements to the grounds of one Fire House including grading, drainage, water and sewer utility relocation and landscaping. The project will be designed in conformance with AASHTO Design Criteria, NJDOT Roadway Design Manual and Guidelines for the Planning and Design of Bicycle Compatible Roadways, Complete Streets Guidelines, NJDOT Context Sensitive Design Guidelines, Jersey City Division of Engineering Construction Details and MUTCD. The total length of the project is 1,300 Ft. As Project Manager Mr. Reimon was responsible for coordination with the City Engineer's Office, provide technical guidance to the staff assigned to the project, maintain budgets and schedule and attend meeting with the City Engineer's Office and the Community.

US Rt. 1 & 9 (Broad Ave.) Bridge Deck Replacement Over US Rt. 46, Bergen County, Palisades Park, NJ

Mr. Reimon provided sub consultant services for the US 1&9 (Broad Ave.) bridge deck replacement over Route 46 in the Borough of Palisades Park, Bergen County, NJ. The bridge is a single span, simply supported, concrete encased, built-up steel girder. The structure is considered structurally deficient due to the poor condition of the deck and functionally obsolete due to the substandard lateral underclearances. Project services included topographic survey and mapping for the project, including preparation of base maps; control survey and report, defining utility impacts with cost estimate using a Utility Master Agreement, mitigation of cultural resources, preparation of traffic signing, striping and signal design with plans, preparation of roadway

Safe Streets to School, Middlesex County, Perth Amboy, NJ

The City of Perth Amboy implemented street intersection improvements in the vicinity of some of the public schools in the City. PROJECT assisted the City in selecting a number of schools for the installation of beacons (flashing yellow lights), school crossing signs, pavement markings, and detectable warning surface on the handicap ramps at the street crossings. Design plans and documents were prepared for the implementation of the project at the selected schools. Mr. Reimon served as Project Manager and was responsible for coordinating the design and construction inspection of the project. In addition, Mr. Reimon provided technical assistance to the staff assigned to the project, maintained budget and schedule.

Child and Family Well Being Pavilion, Newark, New Jersey

The City of Newark Welfare Building has been selected to house the new Municipal Child & Family Well Being Pavilion. The existing facility built in the early 70's is in need of repairs and with the proposed use, the facility will be completely renovated and expanded with a wing of 5,000 SF footprint. The new wing will serve as waiting room, emergency services, calling center and storage of vital statistics. A detailed scope of the project includes topographic and boundary survey, grading and drainage improvements, reconfiguration of the parking area, new ADA access, utility relocation, partial demolition of the building, geotechnical investigation for foundation design, structural, MEP and architectural design. The challenges of the project were designing the HVAC and the structural elements to support the load of the HVAC equipment on the roof, constructability of the structural elements in confined space and installation of the helical piles to support the new structure. Mr. Reimon performed the monitoring of the installation of the helical piles and coordinated with the contractor in the redesign of the structural steel as unforeseen site conditions dictated changes to the original plans. As Project Manager Mr. Reimon was responsible for attending meetings, provide coordination among

the firms in the design team and with the City of Newark, assist the City in the preparation of the bid package, review bids and recommend a contractor for award of the construction of the project. Upon start of construction, Mr. Reimon performed review of shop drawings, change orders, performed field inspection of the pile installation for the foundations of the building expansion, attended construction progress meetings and maintained budgets and schedule.

Otto Kretchmer Elderly Housing Complex, Essex County, Newark, NJ

The Housing Authority of the City of Newark sought architectural and engineering services for renovations to the Otto E. Kretchmer Homes Elderly. This senior residential complex, located at the south end of the City, included four buildings with 440 residences, a court yard and parking for each building. The complex occupied the entire block, with an area of 3.28 Ac. Frelinghuysen Avenue, a main thoroughfare in the City of Newark, was the main access to the site. The scope of services for the project included survey and sewer backup investigation.

Following our sewer backup investigation, it was determined that the existing storm sewer lateral was inadequate to accommodate various rainfall intensities. The design services for this specific task included a field investigation, design of the relocation of the storm sewer lateral. The project was completed from design to construction in less than 8 months.

Elizabeth Parking Garage, Union County, Elizabeth, NJ

The Parking Authority of City of Elizabeth proposed construction of a 3-story building consisting of office and retail space, as well as a 9-story parking garage. Mr. Reimon was the lead engineer responsible for surveying, site/civil and geotechnical engineering services for the proposed project. The project was designed in compliance with the NJDEP-BMP for Storm Water Management and to that effect an underground storage tank to detain storm run off and provide water quality control was designed for the project, together with open space sustainable design features, such as landscaping impervious areas to reduce heat island effect and tree planting in sidewalks to increase the water recharge into the ground. As Principal in Charge, Mr. Reimon was responsible for the Civil Engineering design and construction support services related to civil design.

Pennington Park Final Design, Paterson, New Jersey

The project involved surveying, engineering design, permitting and construction administration for the demolition of an existing field located along the Passaic River, and construction of a turf soccer field, two natural grass fields, parking facilities, and recreational facilities upgrades. Other elements included landscaping, lighting and comfort station improvements. The project also required obtaining permits for the modifications within the flood hazard area of the Passaic River. As Project Manager, Mr. Reimon was responsible for

coordination with the City Officials, NJDEP for securing permit, presentation of concept plans to the City Officials, maintenance of budget and schedule maintenance and providing guidance to the staff assigned to the project.

Newark Task Order Services for Four Parks, Essex County, Newark, NJ

Mr. Reimon provided design services as well as construction plans and technical specifications for various construction activities related to 4 separate parks in the City of Newark.

Before its upgrade, Elwood Park was an open space with many mature trees, but no amenities, walking paths or landscape to enhance the quality of life in the neighborhood surrounding the park. PROJECT provided concept plans introducing various schemes of landscaping, walking paths, gathering areas with tables, benches and chairs for board games; all concepts were developed in sympathy with numerous mature trees, to maximize shade and to take advantage of the beauty of the trees. A sidewalk joint layout plan was prepared with all dimensions needed to produce and deliver a unique and aesthetic walkway in compliance with ADA. Mr. Reimon coordinated with PSE&G and the Newark Sewer and Water Department in the design and installation of electric and water service for this facility; part of this task was to develop a photometric plan to assure that lighting was sufficient to service the park and the American Flag on a 35' high pole, providing welcoming security without spilling light onto the homes around the park. Grading and drainage of the park was prepared to assure sheet flow through the grass areas and a soil erosion and sediment control plan was prepared to comply with environmental requirements. The park was re-opened in Spring, 2009, to a standing ovation from the grateful neighborhood.

Mr. Reimon designed and supervised the re-construction of the Ironbound Recreation Center B-Field, a site which was plagued by a contaminated turf field. The scope of work entails the replacement of the turf surface, with particular emphasis on the material composition of the specified products, in order to avoid further problems on a site that is adjacent to a Superfund cleanup a new parking, soccer, basketball, playground and restroom facilities, plus a welcoming new streetscape.

TRAFFIC ENGINEERING

MEPT, Journal Square Urban Renewal, LLC, Site Plan Traffic Testimony.

Project Manager responsible for performing a traffic impact assessment of a two-phase, mixed-use development located at Journal Square in Jersey City. Traffic effort has included: development of a Synchro simulation model of the local street network to assess existing and future traffic conditions; forecast future traffic conditions for the build-out year with and without the project; determine level of service of local roads and intersections and propose mitigation measures to address deficiencies; assess on-site traffic circulation and

parking needs; and provide expert testimony before the Jersey City Planning Board.

URSA Development Group LLC, Traffic Impact Study for Multiple Projects in the Redevelopment Area of Hoboken, NJ. Project Manager responsible for performing a traffic impact analysis of nine separate development projects with residential buildings consisting of 50 to 250 residential units, ground-level parking and retail space in the Northwest Hoboken Redevelopment area. A separate traffic impact study was prepared to assess the project's impact on the local street system, including analysis of the street network with and without the project, forecast future traffic demand, develop recommendations to mitigate traffic problems, and assess traffic circulation and parking needs. Forecasts also examined ability of transit to reduce auto dependency for mobility. Expert testimony was given before the Hoboken Planning Board for each project.

Bayonne Local Redevelopment Authority, MOTBY Transportation & Sustainable Land Use Study, Bayonne, NJ. Task Manager of the transportation efforts associated with the proposed redevelopment of the former Military Operations Terminal in Bayonne. PARAMICS simulation was used to formulate and analyze regional vehicle access alternatives to the site, rail access for goods movement, and transit mobility on the 1.9-mile long Peninsula; the development of an on-site street grid to support the uses presented in the redevelopment plan; and the development of transportation models to replicate the existing transportation infrastructure and to test various roadway and transit alternatives. Also responsible for preparation of Highway Access Permit and support documentation.

SURVEYING SERVICES

Jersey City MUA Belleville Aqueduct: Jersey City Municipal Utilities Authority requested aerial photogrammetric mapping and development of the existing right-of-way for four of the aqueducts that supply the city water system. They were replacing their current mapping of the aqueduct routes which were approximately 30 years old and were not in a digital format. The new mapping will allow information to be incorporated into a GIS system which Jersey City was having developed. Performed an RTK and Rapid Static GPS survey to establish aerial and ground survey control points along the route, which totals approximately 30 miles, then subsequently developed a right-of-way map for the entire run of all aqueducts. As Project Surveyor, Mr. Aguanno was responsible for conducting all deed and title research, process field survey data (GPS and Conventional) and boundary analysis. He also supervised and aided in drafting of boundary and topographic surveys

County of Essex, Central Avenue Traffic Signal Operations, East Orange and Newark, NJ: Survey Technician responsible for assistance in all field and office operations related to the development of right of way plans. Work performed included reconnaissance and recovery of boundary line evidence; analysis and plan preparation of existing right of way and boundary line conditions/ computation and preparation of right of way plans; establishment of Second order horizontal and vertical project control. The base mapping was used for the design team to develop and implement corridor rehabilitation and traffic signal timing plans optimizing traffic flow, minimize delay and congestion along Central Avenue.

Port Authority Call-In Surveying Services 2007-2009, Various Locations, NJ & NJ: This project involved general survey services to meet the various and comprehensive needs of the Port Authority's Survey Department serving all 16 jurisdictions of the Port Authority. Tasks have included topographic and existing conditions surveys, GPS control, traverse and leveling work, cross-sections, GIS, construction stakeout, and high definition survey / 3D scanning. As Project Surveyor, Mr. Aguanno is responsible for processing field survey data and producing topographic surveys of various portions of the project.

Port Newark - Corbin Street Bridge, Essex County, Newark: The Port Authority of NY & NJ is proposing to construct a bridge in their Port Newark facility to allow truck traffic exiting the new express rail terminal to access Corbin Street in the northbound direction. This project involved establishment of horizontal and vertical survey control through the project site and topographic survey using conventional ground survey methods to update the Port Authority's base mapping and digital terrain model in the vicinity of the project site. This updated base mapping will be used by the design consultant to design the bridge structure and the approach ramps. As Project Surveyor, Mr. Aguanno is responsible for technical office tasks, such as point processing, topographic surface creation and associated drafting work.

New Jersey Department of Labor and Industry Building, Trenton, NJ Solstice Surveying was contracted to determine the building height of the New Jersey Department of Labor and Industry Building for FAA clearance at One John Fitch Plaza in Trenton. The Labor and Industry Building is the tallest structure in Trenton, NJ.

SUBMISSION REQUIREMENTS

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

SUBMISSION REQUIREMENTS
Qualifications for General Engineering Services

4.2 Administrative Information Requirements

- a. Executive Summary is included in this qualification submission.
- b. Executed Letter of Qualifications is included in this qualification submission.
- c. General Information Summary Form is included in this qualification submission.
- d. Edwin A. Reimon, P.E., C.M.E. is a Sole Proprietorship entity in the State of New Jersey; I am the only principal of the company. The company is located at 251 Ridge Road, Lyndhurst, NJ 07071.
Affirmative Action compliance statement is included in this qualification submission.
- e. I have been in business under my name since October 6, 2014.
- f. I have been under current management since October 6, 2014.
- g. There has not been any professional malpractice judgment against me in the last 3 years.
- h. I have not been involved in any bankruptcy or re-organization proceedings in the last 10 years.
- i. I am licensed professional engineer in the State of New Jersey.
- j. Executed letter of intent is included in this qualification submission.
- k. Completed General Information Summary Form included in this qualification submission.
- l. Completed and initialed Respondent's Checklist included in this qualification submission.

4.2 Professional Information Requirements

a. 1. Description of scope of work.

I am Edwin A. Reimon and look forward to serving as Municipal Engineer to the Town ship of Bloomfield. I have served as Municipal Engineer at two Municipalities, West New York in 2007 and Ridgefield in 2006; in addition I served as the senior engineer for the City of Jersey City from 1995 to 2000 and I have prepared design plans and provided construction administration of municipal projects in Newark, Perth Amboy, Jersey City and Paterson. I am a Professional Engineer Licensed in New Jersey since 1994 and Certified Municipal Engineer since 2000. I have extensive expertise and familiarity with the NJDEP-BMP for Storm Water Management, NJDOT-Design Manual of Roadways and Bridges; NJDOT Standard Specifications for Roadways and Bridges, New Jersey Land Use Laws and acquisition process of private properties for public projects or infrastructure improvement projects; I am familiar with ADA Policy for Public Facilities and review of site plans for land developments. I have successfully managed land development projects that required permit applications from the NJDEP for Waterfront Development, Stream Encroachment, Wetlands and Flood Hazard Area. I have also managed projects that involved permit application for Soil Erosion and Sediment Control and Storm Water Management in compliance with eh NJDEP-BMP.

Mr. John Pavlovich is a Professional Engineer with 40 years of experience providing traffic impact statement and traffic engineering design for municipal and State Projects and has also provided similar services for private developments accessing municipal or State Highways in New Jersey. Mr. Pavlovich is a Licensed Professional Engineer in the State of New Jersey.

Mr. Brian Conroy is a Professional Engineer in the State of New Jersey with over 10 years of expertise in municipal projects including parks, sport facilities, sewer rehabilitation and roadway improvement projects, he has served as municipal engineer in Ridgefield from 2010 through 2013.

David Aguanno is a Professional Land Surveyor with over 10 years of experience in the field of surveying and he has completed survey for land development, R.O.W. plans for transportation facilities and boundary survey for land subdivision.

In addition to the key staff mentioned herein, I have two inspectors with experience in construction of roadways, sewers and site development. The inspectors have been involved in projects in Jersey City, Newark and Ridgefield.

2. Name, address and contact information of references.

1. Mr. Mehdi Mohammadish, P.E. Municipal Engineer
City of Newark, 973-733-8520
2. Mr. Demetrio Arencibia, P.E. County Engineer
Hudson County, 201-369-4340

3. Mr. John Medina, P.E. Municipal Engineer
Township of Edison, 732-248-7242
4. Mr. Stephen Marks, PP, AICP, CFM, LEED-GA, Municipal Manager
City of Hoboken
5. Mrs. Olga Garcia, P.E., Municipal Engineer, City of Passaic
973-365-5624
6. Mr. Gary A. Muska, Purchasing Agent, City of Perth Amboy
732-826-0290 x4010

Brian Conroy and myself have been Municipal Engineers in the past and we are familiar with the municipal emergency procedures during natural disasters or significant snowfall. We will be prepared to respond in timely fashion to serve the needs of the City of Perth Amboy and if necessary, we are prepared to assist in the review of the present emergency management plan.

3. Explanation of perceived relevance of the experience to the RFQ

I have over 30 years of engineering experience in the field of civil engineering and I have accumulated extensive municipal engineering experience through the years I have been municipal engineer for West New York and Ridgefield; in addition I lived and worked in Jersey City in the past, which give me a good understanding of the City communities, infrastructure and government. I have performed design and construction management services for the City in the past and I am familiar with the agencies that the City deal with to secure Grants and permits, such as the NJDOT, NJDEP and the SESCD for Hudson, Essex & Passaic Counties.

b. Brief Description of the Respondent's relevant clients, including municipal government clients, during the last 3 years.

City of Newark Department of Engineering – During the past 3 years I was involved in Design and Construction Support Services projects for the Engineering Department of the City of Newark, those projects are:

Construction administration and changes of plan for the Norfolk Street, Johns Streets and Irvine Turner Blvd Beautification Project.

Design and construction support services for the Expansion and Renovations to the Child and Family Well Being Pavilion

City of Jersey City – During the past 3 years I was involved in Design and Construction Support Services projects for the City of Jersey City Division of Architecture and Engineering, those projects are:

Pacific Avenue Phase 2 Improvements.

Newark Avenue Streetscape Project Phase III, Phase IV&V.

City of Passaic Division of Engineering – During the past 3 years I was involved in Design and Construction Support Services projects for the City of Passaic Division of Engineering, those projects are:
Design of Reconstruction of Ayer Avenue and 8TH Street.

c. **Resumes of key employees.**

Resumes of key employee and subconsultants are included in this qualification package.

d. **Name and resumes of staff who will be permanently assigned to provide services to the City if the City awards contract to the respondent.**

I will be the main contact person for contracts awarded to me by the City of Jersey City and my resume is included in this qualification package. My contact information is as follows:

Edwin A. Reimon, P.E., C.M.E.
251 Ridge Road, Lyndhurst, NJ 07071.
Phone #: 201-686-9066 (work)
Email: Reimon5@msn.com

e. **A narrative statement of the respondent's understanding of the City's needs and goals.**

The City is responsible for the maintenance and improvement of the infrastructure and welfare of the residents of the City; in addition, the City is in a stage of redevelopment, which has increased population and economic development. The City infrastructure which not only includes roads and utilities, but also public buildings and open space needs to be at par with the demographic and economic growth of the City. The City goals is to program and implement projects that support the future growth and welfare of the residents of the City.

f. **N/A**

g. **A list of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.**

Reconstruction of Ayerig and 8th Street, City of Passaic

Design Services

- NJ DOT Local Aid Funding, Community Development Block Grant and Municipal Capital Funding
- Design services is completed
- Client contact is Mrs. Olga Garcia, P.E. City of Passaic Municipal Engineer 973-365-5624

Pacific Avenue Improvements-Phase 2, City of Jersey City

Design Services

- NJ DOT Local Aid Funding and Municipal Capital Funding
- Project is complete
- Client contact is Mr. Stanley Huang, P.E. City of Jersey City Municipal Engineer 201-547-4411
- Engineer Project Manager is Mr. Vipul Patel, City of Jersey City, Division of Engineering, telephone No. 201-547-4411

Newark Avenue Improvements Phase III, City of Jersey City

Design and Construction administration Services

- FHWA Funding, NJDOT Local Aid Funding and Municipal Funds.
- Client contact is Mr. Stanley Huang, P.E. City of Jersey City Municipal Engineer 201-547-4411
- Engineer Project Manager is Mr. Chris Piersa, P.E., City of Jersey City, Division of Engineering, Telephone No. 201-547-4411

Newark Avenue Improvements Phase IV & V, City of Jersey City

Design and Construction Inspection Services

- NJDOT Local Aid Funding
- Client contact is Mr. Stanley Huang, P.E. City of Jersey City Municipal Engineer 201-547-4411
- Engineer Project Manager is Mr. Vipul Patel, City of Jersey City, Division of Engineering, Telephone No. 201-547-4411

Route 1&9 (Broad Street) Over Route 46, Palisades Park, NJ

Design and Construction Support Services

- NJDOT Funding
- Subconsultant for the design of Roadways and Traffic Signal Improvements to Hardesty & Hanover
- Client Contact was Mr. Glen Schetelich, P.E. Principal, Hardesty & Hanover 201-656-8810

RESUMES

Edwin Reimon, P.E., CME
Principal/Municipal Engineer

Years Experience:

Thirty-four years

Professional Registrations:

Licensed
Professional
Engineer
#24GE03869400,
New Jersey, 1994

Licensed
Professional
Engineer #9377,
Delaware, 1994

Academic Achievements:

B.S., Civil
Engineering, Havana
University, 1979

Certifications:

Certified Municipal
Engineer #744,
New Jersey, 2000

Additional Training:

ADA Design for
pedestrian
accessibility

Traffic Calming and
Traffic Signal Timing
and Phasing, NSPE

Storm Water
Management by the
NJ DEP

Complete Streets
Planning and
Implementation

Helical Foundation
Systems

Green Roofs Design
and Construction

Affiliations:

Institute of
Transportation
Engineers (ITE)

Mr. Reimon is accomplished in all areas of civil engineering with over 30 years of experience in design of Site Development Improvements for Public Facilities and Private Residential and Commercial Developments, design of Highways and Streetscape Projects, Utility Engineering, and Municipal Engineering. Mr. Reimon has performed work in compliance with the NYCDOT, NYCDOB, NYCDEP, NYSDEP, NJDEP General and Individual Permit Applications and NJDOT Design and Construction of Highways and Bridges, NJDOT Local Aid Program and NJDOT Access Plans and Permit Application. His responsibilities have included project management, highway geometry for complex interchanges, R.O.W., utility coordination and engineering, and development of maintenance and protection of traffic plans and construction staging plans for highway improvement and bridge replacement projects. Mr. Reimon is familiar with land use laws, access code for State and non State highways, acquisitions for R.O.W., subdivisions, utility easements, Planning Board submissions and testimony, environmental permits and documents, and the municipal government grant application and procurement process. His experience also includes Municipal and County Planning Board Review of Site Plans and the management of the Capital Improvement Program for a major city as part of their Division of Engineering.

Borough of Ridgefield - Borough Engineer, Ridgefield, New Jersey

As Project Manager, Mr. Reimon was responsible for project account, providing technical guidance and advice to the Municipal Engineer, attend meeting with the municipal officials, and assist in the preparation of grant application for infrastructure improvement projects and advice the municipality on planning and infrastructure projects and expenditures related to municipal infrastructure.

Municipal Engineering Services, Town of West New York, Hudson County

Project was selected to perform the duties of Municipal Engineer for the Town of West New York. Included in the duties of the Municipal Engineer for the Town were inspection of construction of public facilities and roads, assist the Building department in the review of plans for construction/improvements of private properties. In addition, as Municipal Engineer, Mr. Reimon was responsible for attending meetings with the director of Public Works, Business Administrator and Construction Code Official. Mr. Reimon was also responsible for assisting the Town in securing grant from the NJDOT for street resurfacing and streetscape projects; and FEMA Grants for emergency repairs to public facilities.

City of Jersey City, Division of Engineering, Hudson County, Jersey City, NJ

Mr. Reimon served as Senior Engineer for the City of Jersey City, Division of Engineering and was responsible for the construction management of various roadway projects, payment, change orders and closeout of projects. He Organized and carried out pre-award meetings and pre-construction meetings. Mr. Reimon also reviewed site plans and

utility improvement projects, including the review of the proposed park and ride facility for the light rail at Liberty Science Center; assessment of infrastructure improvements for future taxation rate to proposed residential developments, roadway improvements, lighting, drainage, environmental screening and retaining walls. Mr. Reimon also analyzed franchise agreement fee rates for with fiber optic communication companies and street opening permit fee rates with utility companies.

Ridgefield Zoning Board Engineer, Bergen County, Ridgefield, NJ

Mr. Reimon provided professional engineering services to the Borough of Ridgefield Zoning Board, including review and inspection of site plan and subdivision applications that come before Planning Board. PROJECT provided these services to the Ridgefield Planning Board during 2004, 2005 and 2007. As Project Manager, Mr. Reimon was responsible for the review of applications to this municipal board.

Ridgefield Planning Board Engineer, Bergen County, Ridgefield, NJ

Mr. Reimon provided municipal engineering services for the Ridgefield Planning Board, including the review/inspection of the site plan and subdivision applications that came before Planning Board. As Project Manager, Mr. Reimon prepared initial review reports for Planning Board applications for conformance to the Borough zoning and development ordinance as well as IBC and RSDS standards.

Planning/Zoning Board, Hudson County, Town of Guttenberg, NJ

This cost-plus project for the Town of Guttenberg provided municipal engineering services for the joint board. PROJECT provided review and inspection of the site plan and subdivision applications that come before the Joint Planning/Zoning Board in Guttenberg. As Project Manager, Mr. Reimon prepares initial review reports for Planning and Zoning Board applications for conformance to Borough zoning and development ordinance as well as IBC and RSDS standards.

Hudson County Planning Board Review Services, Hudson County, Various Municipalities, NJ

Mr. Reimon served as Engineer to the Hudson County Planning Board, his responsibilities included review of site plans and subdivisions in regard to civil, traffic and the geotechnical engineering. During the last six years Mr. Reimon has performed this task and has reviewed and offered advice, reports and testimony to the County Planning Board on more than 70 applications, ranging from small residential multifamily homes to Transit Village, Waterfront Developments, Recycling Facilities, Hotels, The Red Bulls Stadium, Malls and other commercial developments planned for construction along County Roads or in its vicinity. Mr. Reimon served as Project Manager and was responsible for reviewing site plan and subdivision applications to the County Planning Board, attending Board work sessions, Public Hearings and providing expert testimony.

Newark Downtown Core Redevelopment Corporation, Essex County, Newark, NJ

The City of Newark was in the process of improving the infrastructure of the City to meet development demands. One of the improvements took place under the Newark Circulation Project, which included roadway improvements around the new Arena for the Devils and its surrounding area. MAST Construction Services was the Construction Manager for this project representing the City of Newark ; Mr. Reimon provided

technical assistance to address RFI's from the General Contractor, subcontractors and the owner of the project. As Project Manager, Mr. Reimon provided recommendations for changes to contract drawings, reviewed material certifications from manufacturers, designed changes to grading plans, reviewed and recommended changes to traffic signal plans.

NJ Department of Transportation Grants Applications, Bergen County, Borough of Ridgefield, NJ

The Borough of Ridgefield is a 2.6 square mile municipality in Bergen County with a population of 2100 residents. PROJECT has been the Planning Board Engineer for this municipality since January 2005, and was appointed the Municipal Engineer for the year 2006. As Municipal Engineers for the Borough, PROJECT assisted the Department of Public Works on the maintenance and improvement of public facilities and public R.O.W., prepared construction documents for infrastructure improvements, performed inspections and assisted the Municipal Counsel on engineering issues. As Project Manager, Mr. Reimon worked with a grants writer to evaluate projects suitable for available grants. He prepared engineering documentation to support the final grant application. Applications included \$372,000 for sidewalks and curbs under the "Safe Streets to Schools" program and \$492,000 for streetscaping and landscaping under the "Centers of Place" program.

Jersey City Waterfront Access, Hudson County, Jersey City, NJ

This project was for a needs assessment, concept design and identification of projects to improve the transportation access to downtown Jersey City based on traffic and economic analyses and studies performed by the design team. The consulting team held workshops with the City stakeholders, community leaders and two Public Information Centers were held at City Hall to brief the Residents of Jersey City and to receive their input on the project. The scope of services also included a public website which was updated with the progress of the project weekly. As Project Manager, Mr. Reimon was responsible for developing a matrix to compare all the projects selected by the consulting team, including benefits, disadvantages, environmental impacts, community impacts, cost, acquisition needs, funding, etc. Mr. Reimon also was the lead engineer for the development of conceptual design for roadways and parking facilities compatible with the recommendations issued by the project team and attended stakeholder's meetings. In addition, Mr. Reimon was responsible for maintaining budget and schedule for the project.

Paterson Transit Station, Paterson, NJ

The Paterson Transit Station, located in the downtown section of the City, is a bus and rail hub servicing Paterson and the surrounding towns. There are several surface parking lots and garages within walking distance from the Station and the area is very active with pedestrian traffic. This project entailed the planning and engineering of projects for the Paterson Transit Station in an area of ½ mile radius from the Station. Included in the scope of work was the development of an overlay of a Transit Oriented Development District to the City Master Plan and a site plan for the transit station rehabilitation, land use development, and ROW improvements focusing on mass transit, traffic and pedestrian circulation. Mr. Reimon served as Project Manager. He was responsible for maintaining budget and schedules, providing technical assistance to the staff assigned to the project and coordinating with the City of

Paterson Officials and Stakeholders.

Passaic County Master Plan, Transportation Element, Passaic County, NJ

The scope of the project entailed assisting the Passaic County Planning Department in updating its transportation master plan. PROJECT's scope of services included: Task 1 - Local and Regional Mobility and Land Use Analysis; and Task 3 - County Corridor Classification and Design Standards based on the AASHTO Policy on Geometric Design of Highways and Streets. The Engineering staff under Mr. Reimon supervision performed field investigation and data collection in regards to geometry for the roads across the County, prepared typical sections of the existing Roads and based on AASHTO Policy on Geometric Design of Highways and Streets, provided a recommendation for improvement of the typical sections to better give a classification to the Roads across the County. As Project Manager, Mr. Reimon was responsible for assigning staff to the project, technical advice and mentoring, maintaining budget and schedule, coordination with client and review of deliverables.

Jersey City Circulation Element to Master Plan, Hudson County, Jersey City, NJ

This project involved the preparation of a new circulation element for the City of Jersey City Master Plan. The project created an action oriented plan for a citywide, multi-modal transportation network that strengthens the link between land use and transportation. Project's scope of work included the development of concept schemes, construction estimates, and a matrix of comparison of the alternatives developed for the project. Mr. Reimon's responsibilities as Project Manager included maintenance of the project schedule and budget, identifying resources for each task of the project, providing technical guidance during the conceptual design of schemes and preparation Matrix of comparison and coordinating with the Client. The design team also requested that Mr. Reimon be actively involved in the community outreach task of the project.

HUMC - Cancer Center and Parking Deck, Bergen County, Hackensack, NJ

This project consisted of the construction of a new 163,000 square foot, 5-story Cancer Center and a parking for 200 cars and a separate 900 car parking garage structure at the Hackensack University Medical Center.

The proposed Cancer Center is critical to HUMC's continuing ability to fulfill its mission as one of the premier medical centers in the New York/New Jersey Metropolitan area. In particular, HUMC's excellent reputation for the treatment of cancer has caused an enormous demand for these services, so that treatment sometimes cannot be scheduled as quickly as patients and their physicians would like because there are simply not enough facilities for all those who need treatment. The new facility will consolidate services that now are located at different buildings providing a four-story atrium with canopied entrance for the convenient and safe drop-off of patients. The parking garage will expand the hospitals parking spaces which, while they meet local ordinance requirements, are not adequate for the demand. A subsurface geotechnical investigations for the proposed new Cancer Center and the associated Parking Garage was performed to gather soil/rock parameters for the foundation design of the structure; 50 test borings and 8 observation wells were installed to meet the IBC criteria for proper

characterization of subsurface conditions. As project manager, Mr. Reimon provided technical support to the project engineer assigned to the project, prepared a project progress schedule for the owner, maintained budget and schedule, performed site visits per owner's request and attended site meetings.

On-Call Services at HUMC, Bergen County, Hackensack, NJ

This project involved a boundary, topographic survey and As-Built of the redevelopment of all the parcels under ownership of the Jersey City Medical Center. A Developer, Metrovest retained the services of Project to perform survey services for the engineering of the project, subdivisions of the property and preparation of the ALTA Maps and documentation required for closing of the financing of the project. In addition upon completion of the open space and infrastructure improvements to the site, Project performed an AS-Built of the site and infrastructure improvements for submission to the owner and agencies with jurisdiction on the project. Project also performed on-call survey to provide existing conditions information to architects and engineers during the final design phase of the project, some of the most relevant tasks were the survey of Tunnels connecting buildings and high floor survey of finish floor elevations in terraces, hallways and large rooms. As principal in charge, Mr. Reimon was responsible for staffing the project, budgets deliverables and providing technical assistance during the progress of the project.

Newark Task Order Services for Four Parks, Essex County, Newark, NJ

Mr. Reimon provided design services as well as construction plans and technical specifications for various construction activities related to 4 separate parks in the City of Newark.

Before its upgrade, Elwood Park was an open space with many mature trees, but no amenities, walking paths or landscape to enhance the quality of life in the neighborhood surrounding the park. PROJECT provided concept plans introducing various schemes of landscaping, walking paths, gathering areas with tables, benches and chairs for board games; all concepts were developed in sympathy with numerous mature trees, to maximize shade and to take advantage of the beauty of the trees. A sidewalk joint layout plan was prepared with all dimensions needed to produce and deliver a unique and aesthetic walkway in compliance with ADA. Mr. Reimon coordinated with PSE&G and the Newark Sewer and Water Department in the design and installation of electric and water service for this facility; part of this task was to develop a photometric plan to assure that lighting was sufficient to service the park and the American Flag on a 35' high pole, providing welcoming security without spilling light onto the homes around the park. Grading and drainage of the park was prepared to assure sheet flow through the grass areas and a soil erosion and sediment control plan was prepared to comply with environmental requirements. The park was re-opened in Spring, 2009, to a standing ovation from the grateful neighborhood.

Mr. Reimon designed and supervised the re-construction of the Ironbound Recreation Center B-Field, a site which was plagued by a contaminated turf field. The scope of work entails the replacement of the turf surface, with particular emphasis on the material composition of the specified products, in order to avoid further problems on a site that is adjacent to a Superfund cleanup a new parking, soccer, basketball, playground and restroom facilities, plus a welcoming new streetscape.

Mildred Helms Park was renovated a few years ago, incorporating a large playground area with trees and passive recreation areas. The project rescued a formerly blighted park and turned it into a major asset to the residential neighborhood. One of the highlights of the project was the replacement of the mismatched eyesore retaining wall with one contiguous and attractive concrete wall that resembles stone, restoring the nurturing ambience of natural surroundings.

Mr. Reimon team of civil engineers designed a new indoor training facility at the Ironbound Little League park. This building includes a large practice area for pitching and batting cages, as well as a maintenance shop, offices, restrooms and a snack bar. The outdoor amenities include new fences and backstop, covered bleachers, an elevated scorer's booth and a large barbecue patio for neighborhood and Little League functions. As the principal in charge, Mr. Reimon was responsible for coordination with the City, maintaining budget and schedule.

Pennington Park Final Design, Paterson, New Jersey

The project involved surveying, engineering design, permitting and construction administration for the demolition of an existing field located along the Passaic River, and construction of a turf soccer field, two natural grass fields, parking facilities, and recreational facilities upgrades. Other elements included landscaping, lighting and comfort station improvements. The project also required obtaining permits for the modifications within the flood hazard area of the Passaic River. As Project Manager, Mr. Reimon was responsible for coordination with the City Officials, NJDEP for securing permit, presentation of concept plans to the City Officials, maintenance of budget and schedule maintenance and providing guidance to the staff assigned to the project.

Newark Riverfront Park, Essex County, Newark, NJ

The Trust for Public Land proposed to build a linear park along the Newark bank of the Passaic River up to Raymond Boulevard. The total length of the park was approximately ½ mile and the width ranged from 150' to 250'. The vision of the park included storm water outfalls, retaining walls, walking paths, play ground, amphitheater, terraces and landscaping. Project scope of services included survey, utility investigation and geotechnical engineering. As Task Manager, Mr. Reimon was responsible for coordination with the client, municipal and County Agencies, maintaining budget and project schedule.

Palisades Avenue Pool Complex/Firemen Park, Hudson County, Union City, NJ

This project entailed the design and construction management of an outdoor pool complex for the Parks and Recreation Department of the City of Union City. The three pools project included a recreational pool, a kids pool, a regulation pool and landscaping areas with gazebo and seating areas. The complex was partially constructed above the Palisades overlooking the New York City skyline. The area of the project site is under 1 Ac. As Project Manager, Mr. Reimon was responsible for coordination of the project with the Architect, municipal and County Government, maintaining budget and schedule, attending project progress meetings and providing assistance in the selection of the contractor for the construction of the project.

Irvine Turner Boulevard CI/CM, Essex County, Newark, NJ

This \$5.8 million project was funded with Federal and State moneys to provide traffic calming measures along Irvine Turner Boulevard. Median islands, five new traffic signals, bicycle lanes, stamped crosswalks, raised intersections, signs and roadway striping were installed throughout the project limits during the year-long project. Mr. Reimon's construction management team provided construction support services including bid analyses, inspection of work, review of shop drawings and material test results and punch list preparation, as well as assisting the City in the close out of the project. As Project Manager, Mr. Reimon was responsible for assigning staff to the project, technical advice and mentoring, maintain budget and schedule, coordination with client and review of deliverables.

Newark Avenue Streetscape Phase I - V, Jersey City Project No 12-013, Jersey city, New Jersey

The purpose of this project is to perform a streetscape improvement to Newark Avenue from Grove Street to Tonnelle Avenue. The streetscape section of the project includes new colored concrete sidewalk with architectural scoring. PROJECT will also perform the design layout for the decorative lighting, including photometric. The design plans also includes the resetting of castings, new castings where the existing ones are in poor condition, resetting of cellar doors, resetting or new inlets/catch basins, new eco-curb pieces and bicycle safe grates, new traffic markings and symbols type thermoplastic, detectable warning surface at the handicap ramps, new foundation for the decorative lighting, traffic signs, trees and tree pits, street furniture and decorative crosswalk design at street intersections. At the request of the City Engineering Office, Project performed additional design services for the Improvements to Mercado Park, which included grading drainage and landscaping and improvements to the grounds of one Fire House including grading, drainage, water and sewer utility relocation and landscaping. The project will be designed in conformance with AASHTO Design Criteria, NJDOT Roadway Design Manual and Guidelines for the Planning and Design of Bicycle Compatible Roadways, Complete Streets Guidelines, NJDOT Context Sensitive Design Guidelines, Jersey City Division of Engineering Construction Details and MUTCD. The total length of the project is 1,300 Ft. As Project Manager Mr. Reimon was responsible for coordination with the City Engineer's Office, provide technical guidance to the staff assigned to the project, maintain budgets and schedule and attend meeting with the City Engineer's Office and the Community.

US Rt. 1 & 9 (Broad Ave.) Bridge Deck Replacement Over US Rt. 46, Bergen County, Palisades Park, NJ

Mr. Reimon provided sub consultant services for the US 1&9 (Broad Ave.) bridge deck replacement over Route 46 in the Borough of Palisades Park, Bergen County, NJ. The bridge is a single span, simply supported, concrete encased, built-up steel girder. The structure is considered structurally deficient due to the poor condition of the deck and functionally obsolete due to the substandard lateral underclearances. Project services included topographic survey and mapping for the project, including preparation of base maps, control survey and report, defining utility impacts with cost estimate using a Utility Master Agreement, mitigation of cultural resources, preparation of traffic signing, striping and signal design with plans, preparation of roadway

plans, traffic control plans and support to Hardesty & Hanover in the preparation of a final design package. Mr. Reimon served as Task Manager and was responsible for the civil and traffic engineering design of the project.

Christopher Columbus Drive Phase II Value Engineering & Construction Services, Jersey City, NJ

This project included a value engineering review, construction inspection and construction administration services for the improvements to Christopher Columbus Drive from Monmouth Street to Warren Street. Services included in this project are new curb and sidewalks, new decorative lighting, limited widening of the roadway and utility relocation, new trees, upgrade and new traffic signals, signing and traffic striping, and milling and paving of the roadway surface. The total length of the project was 3,500 feet. Mr. Reimon served as Project Manager and was responsible for assigning staff to the project, client maintenance, project schedules and budget, technical advice to production engineers and mentoring.

Market St-Essex St. and Main St. - Rochelle Ave. Intersection, Bergen County, Rochelle Park/Lodi/Saddle Brook, NJ

The County of Bergen selected PROJECT to prepare design plans for the improvements to the intersection of Market/Essex Street - Main/Rochelle Avenue in Lodi, Rochelle Park and Saddle Brook.

The design phase of the project consisted of survey field update, ROW, signalized intersection, and roadway widening. There were several challenges the design team had to overcome including the coordination of construction stages for the Market Street Bridge with the rest of the project, the proximity of the Passaic River to Rochelle Avenue and Main Street and the presence of numerous utilities above and underground and Right of Way to accommodate the widening of the roadways approaching the intersection.

Construction shall commence upon completion of the NJDOT Improvements to Essex Street-Route 17 Interchange, which ties to the eastern limit of this project, for which PROJECT provided support services. As Project Manager, Mr. Reimon was responsible for providing technical assistance to the engineers working on the project, maintaining budget and schedule and delivery of the construction documents to the owner, Bergen County Engineer's Office.

New Bridge Road & Old New Bridge Road Intersection, Bergen County, New Milford & Teaneck, NJ

This project was for design of the realignment of a four-lane undivided collector arterial roadway and a warrant analysis for a new signalized intersection. Other upgrades included improvement to local drainage. Included in the scope of work for this project was a traffic analysis including traffic counts and projections, accident history review and analysis, complete survey and mapping of existing site, drainage analysis, and development of three alternatives for roadway realignment and signalization. All alternatives considered land acquisition, traffic volumes, roadway geometry in the project study area, storm run-off and existing drainage structures. Mr. Reimon served as Project Manager and was responsible for the coordination of the scope of work with the County Engineer, attend meetings with the municipalities impacted by the project, maintain budget and schedule and provide technical support to the staff assigned to the project.

City of Newark Brick Sewer Rehabilitation Project, Essex County, Newark, NJ

The City of Newark was in the process of improving the infrastructure of the City to meet development demands. One of the improvements took place under the Newark Brick Sewer Rehabilitation Project, and included TV video, repairs and lining of the brick sewers and manholes throughout the City in phases. A team of inspectors under Mr. Reimon's supervision provided construction inspection and engineering services to the prime consultant, CDM. As Project Manager, Mr. Reimon was responsible for the coordination and schedule of the staff assigned to perform the field work for this project. In addition, Mr. Reimon is responsible for maintaining project schedule and budget.

Repaving Project at Banta Place, Ridgefield, New Jersey

The project entails plan preparation for a repaving of Banta Place from Prospect Avenue to Shaler Boulevard, a length of 1,100 FT of roadway, major items included in the project are upgrades to handicap ramps, replacement of sidewalks and curbs. The plans were prepared using Autocad 2011 for plan drafting. As director in charge, Mr. Reimon was responsible for providing quality control and technical guidance to the staff working on the project.

Safe Streets to School, Middlesex County, Perth Amboy, NJ

The City of Perth Amboy implemented street intersection improvements in the vicinity of some of the public schools in the City. PROJECT assisted the City in selecting a number of schools for the installation of beacons (flashing yellow lights), school crossing signs, pavement markings, and detectable warning surface on the handicap ramps at the street crossings. Design plans and documents were prepared for the implementation of the project at the selected schools. Mr. Reimon served as Project Manager and was responsible for coordinating the design and construction inspection of the project. In addition, Mr. Reimon provided technical assistance to the staff assigned to the project, maintained budget and schedule.

Prospect Avenue Improvements, Bergen County, Ridgefield, NJ

This \$130,000 project for the Borough of Ridgefield consisted of streetscape improvements to Prospect Street, a local roadway located in a residential area of Ridgefield. Project tasks included replacement of curb, sidewalk, signs, new handicap ramps at intersections, milling, paving, new trees and new traffic striping. Mr. Reimon served as Project Manager and was responsible for technical support to the project engineer assigned to the project, coordinating the construction inspection and prepared the closeout documentation for submission to the NJDOT.

Landscaping Retaining Wall Design, Nassau County, Plainview, NY

This project entailed ground improvements to a church in Plainview, Long Island, NY. Mr. Reimon was retained by the architect of record for this site to prepare plans and details for the regrading of the backyard of the church and design a two tier retaining wall, including construction details and construction support. Mr. Reimon's duties as project manager included maintenance of the budgets, schedules and delivery of progress plans and documentation. In addition, Mr. Reimon was the main contact to the client and attended project progress meetings and lead internal meetings with staff to review progress, quality of work and man hours projections.

Castle Village Retaining Wall, Kings County, NY

A retaining wall along Riverside Drive in New York City has partially collapsed and 52 observation points were set for monitoring of the affected area of the wall. The survey team performed periodic survey of the set points to monitor the deformation of the wall and adjacent structures; included in the scope of services was preparation of a report with historical data for each point in spread sheet and graphic forms to identify movement/displacement of the wall at specific points. As project manager, Mr. Reimon was responsible for developing a methodology for assessing the displacement of the retaining wall adjacent to structures and roadways. Mr. Reimon was also responsible for scheduling the field staff and maintaining the budget for the project.

Child and Family Well Being Pavilion, Newark, New Jersey

The City of Newark Welfare Building has been selected to house the new Municipal Child & Family Well Being Pavilion. The existing facility built in the early 70's is in need of repairs and with the proposed use, the facility will be completely renovated and expanded with a wing of 5,000 SF footprint. The new wing will serve as waiting room, emergency services, calling center and storage of vital statistics. A detailed scope of the project includes topographic and boundary survey, grading and drainage improvements, reconfiguration of the parking area, new ADA access, utility relocation, partial demolition of the building, geotechnical investigation for foundation design, structural, MEP and architectural design. The challenges of the project were designing the HVAC and the structural elements to support the load of the HVAC equipment on the roof, constructability of the structural elements in confined space and installation of the helical piles to support the new structure. Mr. Reimon performed the monitoring of the installation of the helical piles and coordinated with the contractor in the redesign of the structural steel as unforeseen site conditions dictated changes to the original plans. As Project Manager Mr. Reimon was responsible for attending meetings, provide coordination among the firms in the design team and with the City of Newark, assist the City in the preparation of the bid package, review bids and recommend a contractor for award of the construction of the project. Upon start of construction, Mr. Reimon performed review of shop drawings, change orders, performed field inspection of the pile installation for the foundations of the building expansion, attended construction progress meetings and maintained budgets and schedule.

Otto Kretchmer Elderly Housing Complex, Essex County, Newark, NJ

The Housing Authority of the City of Newark sought architectural and engineering services for renovations to the Otto E. Kretchmer Homes Elderly. This senior residential complex, located at the south end of the City, included four buildings with 440 residences, a court yard and parking for each building. The complex occupied the entire block, with an area of 3.28 Ac. Frelinghuysen Avenue, a main thoroughfare in the City of Newark, was the main access to the site. The scope of services for the project included survey and sewer backup investigation.

Following our sewer backup investigation, it was determined that the existing storm sewer lateral was inadequate to accommodate various rainfall intensities. The design services for this specific task included a field investigation, design of the relocation of the storm sewer lateral

from Bldg 963 Frelinghuysen Avenue, bidding services and construction support services.

In addition, a TV Video of the storm sewer was performed to support the design of the repairs and relocation of the the storm sewer laterals located inside each of the three remaining buildings along with the storm sewer lateral exiting the buildings and connecting to the respective main sewer line located in the road area associated to each building. In addition, site/civil engineering services were provided to improve on-site grading and site drainage. Bid documents and construction support services were also provided. As Project Manager, Mr. Reimon was responsible for assigning staff to the project, technical advice and mentoring, maintaining budget and schedule, coordination with client and review of deliverables.

NJSCC - Jersey School No. 13, Hudson County, Jersey City, NJ

The New Jersey School Construction Agency contracted DMR Architects for the Design and Construction Support of a new Early Childhood Educational Center in Jersey City. The school will have the capacity for 350 students some of the features of this new facility are indoor and outdoor play areas and a gated parking lot adjacent to the building. The project was designed to meet LEED Certification. PROJECT's scope of work included, civil, structures, geotechnical, and landscaping engineering. Project cost was estimated to be below \$20 million. Some of the major challenges of this project was to provide plans to incorporate historic pieces of an old building from the site into the landscaping of the project and sizing the rain harvest underground tank to meet achieve the greatest storage possible for the use of the water in the toilets of the school. Mr. Reimon was responsible for coordination of all the disciplines assigned to Project International (PROJECT), and for the coordination with the prime consultant, DMR Architects, other members of the design team and steering committee. In addition, Mr. Reimon maintained budget and schedule for the project, attended meetings, performed presentations and prepared reports for the project.

Elizabeth Parking Garage, Union County, Elizabeth, NJ

The Parking Authority of City of Elizabeth proposed construction of a 3-story building consisting of office and retail space, as well as a 9-story parking garage. Mr. Reimon was the lead engineer responsible for surveying, site/civil and geotechnical engineering services for the proposed project. The project was designed in compliance with the NJDEP-BMP for Storm Water Management and to that effect an underground storage tank to detain storm run off and provide water quality control was designed for the project, together with open space sustainable design features, such as landscaping impervious areas to reduce heat island effect and tree planting in sidewalks to increase the water recharge into the ground. As Principal in Charge, Mr. Reimon was responsible for the Civil Engineering design and construction support services related to civil design.

Parking Facility for West New York, Hudson County, West New York, NJ

The project is located in the commercial/residential area of West New York. The size of the site is just over 0.5 acres and includes three lots, one with two small buildings to be demolished to provide space for the new parking facility, one vacant lot and a dead end street to be vacated for the construction of the project. PROJECT's scope of work was to

provide civil engineering and landscaping services for the design of 26 spaces parking lot. As Director in Charge, Mr. Reimon was responsible for coordinating the scope of work with the client and the Municipal Parking Authority, maintaining budget and schedule and providing technical support to the staff working on the project.

Jersey City Communication Center, Hudson County, Jersey City, NJ

Jersey City was prepared to build a two story building of 28,000 SF of office space and parking in premises to house the City Public Safety Communication Center. PROJECT's scope of work was to a prepare site plan, traffic engineering analysis and geotechnical investigation and report for the project. The project was also designed to meet LEED Certification; Project design team provided LEED Analysis of the civil engineering items. As Principal in Charge, Mr. Reimon was responsible for maintaining communication with the client and the City and oversight on the project schedule and budgets.

First Bank Americano - Passaic Branch, Hudson County, Passaic, NJ

The scope of work for this project included a vehicular traffic counts and traffic directives for an existing traffic signal at the intersection of Main Avenue and Monroe Street in the City of Passaic. The Traffic engineering team under Mr. Reimon supervision developed the site trip generation values based on the data in the ITE trip generation manual and analyzed the traffic impacts of the proposed site development based on the field data collected and the traffic signal directives. A traffic report was provided to the client that identifies the site impacts and recommended migrations. As Project Manager, Mr. Reimon was responsible for scoping the project, providing technical support working on the project, preparing traffic report and providing testimony to the Municipal Planning Board.

First Bank Americano - Harrison Branch, Hudson County, Harrison, NJ

The scope of work for this project included a vehicular traffic counts and traffic directives for an existing traffic signal at the intersection of Frank E. Rodgers Boulevard North and Hamilton Street in the Town of Harrison. The Traffic engineering team under Mr. Reimon supervision developed the site trip generation values based on the data in the ITE trip generation manual and analyzed the traffic impacts of the proposed site development based on the field data collected and the traffic signal directives. A traffic report was provided to the client that identifies the site impacts and recommended migrations. As Project Manager, Mr. Reimon was responsible for scoping the project, providing technical support working on the project, preparing traffic report and providing testimony to the Municipal Planning Board.

John Pavlovich, PE

Senior Project Manager - Traffic Planning/Engineering

Professional Background

- Education
 - B.E., Civil Engineering, Stevens Institute of Technology, Hoboken, NJ, 1972
 - M.S., Transportation Planning/Engineering, Purdue University, West Lafayette, IN, 1973
 - M.B.A., Operations Planning, Rutgers Graduate School of Business Administration, N.J., 1978
- Professional Associations
 - TRB, Transportation Research Board
- Licenses/Certificates
 - Professional Engineer, NJ
- Specialized Training
 - Traffic Calming Part II, ASCE, 6/16/06
 - The Modern Roundabouts as a Traffic Signal Alternative, ASCE Continuing Education and the Transportation & Development Institute, 2/7/2006
 - Design of ADA Compliant Pedestrian Facilities - NJDOT Workshop 2012
 - Geometric Design for Improved Safety and Operations - ASCE, March 2014
 - Designing Bicycle Facilities, ASCE, May 2014
- Total Years Experience
 - 40
- Joined Jacobs in 1985

Mr. Pavlovich has extensive diversified experience in transportation planning and traffic engineering in the public and private sectors. He has managed major programs and projects requiring comprehensive planning and logistics, and has been responsible for technical oversight on many other projects in the New Jersey and New York area dealing with the movement of commuters, traffic impacts of site development, and the interrelationship of land use and transportation systems.

Mr. Pavlovich has served as traffic consultant to municipal planning and zoning boards in various New Jersey communities including the boroughs of Montvale and Woodcliff Lake, the towns of Harrison and Teaneck, and the City of Bayonne. He has also provided traffic engineering services in preparing site plans for private sector clients on numerous commercial and residential projects throughout New Jersey. He has also worked with clients in securing NJDOT highway access permits for projects located along state highways.

Representative Project Assignments

Professional Engineering Services to Montvale Planning Board, New Jersey. Traffic Consultant to the Borough's Planning Board to review site plans of new residential developments in the community. Services included review of site plans, traffic impact studies, site access, RSIS compliance, on-site and off-site traffic circulation, traffic signals, parking and other issues as directed by the Board.

Professional Engineering Services to Planning and Zoning Boards, Borough of Woodcliff Lake, New Jersey. Traffic Consultant to Borough's Planning and Zoning Boards to provide review of traffic engineering and planning issues on site plan applications for commercial and residential projects. Services included review of site plans, traffic impact studies, site access, RSIS compliance, on-site and off-site traffic circulation, traffic signals parking and other issues as directed by the Board.

Roseland Developers, Traffic Impact Studies for River Park I and II, Harrison, NJ. Project Engineer responsible for assessing existing and future traffic conditions on local streets with and without the proposed residential development, and intersections adjacent to the proposed development; and on-site circulation and parking analysis.

Bayonne Local Redevelopment Authority,

- BLRA Route 440 Improvements, Bayonne, NJ.

Project Manager responsible for preparation of construction plans and PSE documents for the Route 440 intersection improvements between LeFante Way and Pulaski Street. These improvements are part of the initial stage of

John Pavlovich, PE

Senior Project Manager - Traffic Planning/Engineering

redevelopment at the Peninsula at Bayonne Harbor:

- **Policy Review Committee**

Traffic Engineer to the BLRA Committee in reviewing site plan applications for redevelopment projects proposed at the Peninsula at Bayonne Harbor; reviewed site plans for consistency with Redevelopment Plan, RSIS compliance, site access, traffic circulation and public safety; prepared review memos and attended technical work sessions.

Tri-Borough Traffic Study for Boroughs of Montvale, Woodcliff Lake and Park Ridge, NJ. Project Manager responsible for performing a traffic assessment of existing and future traffic conditions within the three boroughs. Mr. Pavlovich's work involved data collection, travel demand forecasting (trip generation, mode split, trip distribution, and traffic assignment for existing and future conditions for multiple land use development scenarios); development of a Synchro traffic simulation model of the roadway network to analyze traffic operations, and enhancing the RTM travel demand model to develop traffic forecasts of future AM and PM peak hour traffic demand, and testing of alternative intersection improvements.

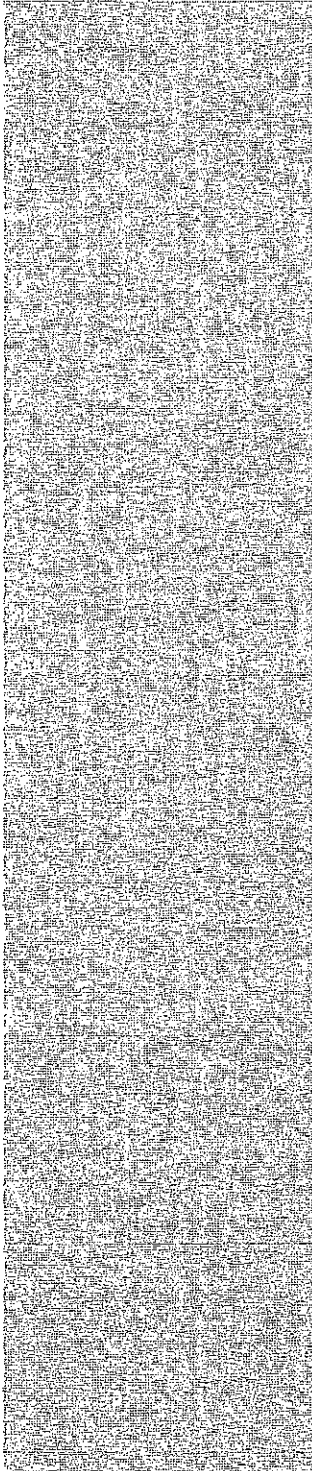
MEPT, Journal Square Urban Renewal, LLC, Site Plan Traffic Testimony. Project Manager responsible for performing a traffic impact assessment of a two-phase, mixed-use development located at Journal Square in Jersey City. Traffic effort has included: development of a Synchro simulation model of the local street network to assess existing and future traffic conditions; forecast future traffic conditions for the build-out year with and without the project; determine level of service of local roads and intersections and propose mitigation measures to address deficiencies; assess on-site traffic circulation and parking needs; and provide expert testimony before the Jersey City Planning Board.

URSA Development Group LLC, Traffic Impact Study for Multiple Projects in the Redevelopment Area of Hoboken, NJ. Project Manager responsible for performing a traffic impact analysis of nine separate development projects with residential buildings consisting of 50 to 250 residential units, ground-level parking and retail space in the Northwest Hoboken Redevelopment area. A separate traffic impact study was prepared to assess the project's impact on the local street system, including analysis of the street network with and without the project, forecast future traffic demand, develop recommendations to mitigate traffic problems, and assess traffic circulation and parking needs. Forecasts also examined ability of transit to reduce auto dependency for mobility. Expert testimony was given before the Hoboken Planning Board for each project.

Advance Realty Group, MetroCentre Traffic Impact Study, Harrison, NJ. Project Manager responsible for performing a traffic impact study of a multi-phase, mixed-use development in the Waterfront Redevelopment Area. Work included: providing the client's design team with traffic estimates of various development scenarios of commercial uses; assess existing/future traffic conditions for the scenarios with and without the project; determine intersection levels of service and propose mitigation measures to address

John Pavlovich, PE

Senior Project Manager - Traffic Planning/Engineering



deficiencies; and testify before the Town and County Planning Boards.

Secaucus Area Vision Plan Traffic, Secaucus, NJ.

Senior Transportation Planner/Traffic Engineer responsible for traffic study/analysis; data collection; and alternatives analysis. Synchro/SimTraffic; simulation model, was used to assess proposed improvements to address the cumulative effects of traffic currently being generated and traffic that will be generated over the next 20 years. Land-use development scenarios were evaluated to structure transportation improvements to meet local mobility needs. The final deliverable for this project was a traffic study with a set of recommendations and a staging strategy for implementation.

Bayonne Local Redevelopment Authority, MOTBY Transportation & Sustainable Land Use Study, Bayonne, NJ. Task Manager of the transportation efforts associated with the proposed redevelopment of the former Military Operations Terminal in Bayonne. PARAMICS simulation was used to formulate and analyze regional vehicle access alternatives to the site, rail access for goods movement, and transit mobility on the 1.9-mile long Peninsula; the development of an on-site street grid to support the uses presented in the redevelopment plan; and the development of transportation models to replicate the existing transportation infrastructure and to test various roadway and transit alternatives. Also responsible for preparation of Highway Access Permit and support documentation.

Advance Realty Group, I-280 Interchange Concept Plan, Harrison, NJ.

Project Manager responsible for developing alternatives to improve vehicle access to the Harrison Redevelopment area and alleviate traffic congestion along Harrison Avenue. Alternative ramp access schemes to I-280 were tested and a scaled conceptual plan was prepared for a recommended concept. This improvement presents a regional benefit by improving public safety on I-280 and reducing bottlenecks at the Stickel Bridge.

County of Union, Union County TDD Phase 2, Union County, NJ.

Deputy Project Manager/Senior Traffic Engineer responsible for the Phase II effort, which updated conceptual design and cost of nine site specific and four corridor-wide transportation improvements to meet the mobility needs to support commercial development in the eastern portion of Union County. Services included: development of GIS database to identify land parcels within the boundaries of the TDD; development of a series of capital projects and implementation staging program; preparation of cost estimate, presentation of funding strategies to finance the improvements; and work with the client to reach consensus with the TDD Policy Committee on the program.

County of Hunterdon, Hunterdon County TDD, NJ

Project Manager responsible for developing a roadway system to serve the access and mobility needs for a designated transportation development district in the County. The roadway network was built and the adjacent land use patterns were integrated into the network model, development of traffic estimates for various land use scenarios, capacity analysis of results on the transportation network, and development of recommended improvements.



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DAVID AGUANNO, P.L.S.

EDUCATION

New Jersey Institute of Technology

B.S., Survey Engineering Technology, 2010
Graduated Magna Cum Laude (GPA: 3.7)

James Madison University

Bachelors of Science, Geology, 2002

SKILLS AND QUALIFICATIONS

* Surveying Skills

Boundary Surveys
Topographic Surveys
Right-of-Way Surveys
HDS Scanning
GPS/High Order Control
Leveling
Construction Layout

* Computer Proficiency

AutoCAD Civil 3D
Microstation/Inroads
Starnet
Cycione
Cloudworkx
Leica GeoOffice
Amburg Rail Systems

EXPERIENCE

- 07/12-present *Owner/Solstice Surveying*
Owner and operator of surveying firm specializing in a wide variety of surveying services. Manage both field and office personnel to provide clients with high quality service in the timeliest manner possible.
- 12/10-7/13 *Project Surveyor/Nalk Consulting Group*
Supervise, coordinate and direct the activities of Field Crews and Office Technicians at the technical level. Responsible for technical execution of project tasks for Boundary, Topography and Right-of-Way Surveys, HDS Surveys and Control Network Adjustments.
- 1/08-12/10 *Project Surveyor/T.Y. Lin-Medina Consultants*
Supervise, coordinate and direct the activities of Field Crews and Office Technicians at the technical level. Responsible for technical execution of project tasks for Boundary, Topography and Right-of-Way Surveys, HDS Surveys and Control Network Adjustments.
- 9/05-1/08 *Survey Technician/Jacobs, Edwards and Kelcey, Inc.*
Assistance in all field and office efforts related to Boundary, Topographic, As-Built and Construction Surveys, High-Order Control and Leveling. Projects typically associated with, but not limited to transportation and highway design.
- 2/03-9/05 *Survey Technician/Designer-Dykstra Walker Design Group*
Versatile job description ranging from Total Station Operator for Boundary, Topographic, As-Built and Construction Surveys, to computer drafting and design of Surveys, Subdivisions and Site Plans

AFFILIATIONS/CERTIFICATIONS

New Jersey Professional Land Surveyor – License No. 24GS04330500
NJSPLS/North Jersey Chapter – Vice President 2014

Brian A. Conroy, P.E.
Project Engineer

Years Experience:

14

Professional Registrations:

Professional Engineer
#24GE04781300,
New Jersey, 2009

Professional Engineer
#089312-1, New York,
2011

Professional Engineer
#PE082227,
Pennsylvania, 2014

Academic Achievements:

B.S., Construction
Engineering Technology,
Fairleigh Dickinson
University, 2000

Additional Training:

Surface Transportation
Quality Management
Plan (STQMP) Training,
June 2013

Municipal Planning and
Zoning - Experienced
Member Program, NJPO

Wetlands Delineator
Certified

Mr. Conroy is a qualified Project Engineer with 14 years experience with a Bachelor of Science in Construction Engineering Technology from Fairleigh Dickinson University. Mr. Conroy has experience in municipal plan review, site inspections, utility investigation, site plan design, wetlands delineation and environmental reports. Mr. Conroy has knowledge of Municipal and State requirements including but not limited to stormwater rules and regulations, wetlands and stream encroachment applications, Treatment Works Approval (TWA) permits and Soil Erosion Commission permits including all necessary plan and document preparation for permit approvals. Mr. Conroy has extensive knowledge of AutoCAD and stormwater management design software.

Elm Ave Design & Construction, Ridgefield, New Jersey

This project included design and construction management of a roadway milling, resurfacing, curbs, sidewalks and handicap curb ramp improvements project from Bergen Blvd (State Route 63) to Bruce St. The total length of the project was 1,650 feet. As Project Engineer and the Borough Engineer for Ridgefield, Mr. Conroy was involved in coordinating the plan preparation for a repaving project to include upgrades to handicap ramps, sidewalks and curbing along Elm Avenue in the Borough of Ridgefield, New Jersey. The plans were prepared using Autocad 2011 for plan drafting.

Repaving Project at Banta Place, Ridgefield, New Jersey

This project included design and construction management of a roadway milling, resurfacing, curbs, sidewalks and handicap curb ramp improvements project from Walnut St. to Broad Avenue (State Route 1 & 9). The total length of the project was 2,700 feet. As Project Engineer and the Borough Engineer for Ridgefield, Mr. Conroy was involved in coordinating the plan preparation for a repaving project to include upgrades to handicap ramps, sidewalks and curbing along Banta place in the Borough of Ridgefield, New Jersey. The plans were prepared using Autocad 2011 for plan drafting.

Borough of Ridgefield - Borough Engineer 2010-2013, Ridgefield, New Jersey

Contract was to provide Municipal Engineering services to the Borough of Ridgefield, Bergen County, New Jersey. As Project Engineer, Mr. Conroy represents the Borough of Ridgefield as Borough Engineer and is responsible to assist the Borough and Department of Public Works (DPW) as necessary and implement road improvement projects through available grants from the state and county and available municipal funds.

Passaic County Master Plan, Transportation Element, Passaic County, NJ

Contract was to provide professional traffic/roadway engineering and GIS mapping of the existing roadway inventory and provided services with respect to the development of the County Corridor Classification and Design Standards of the County Transportation Element of the Master Plan. The scope of the project entailed assisting the Passaic County Planning Department in updating its transportation master plan. Scope of services included: Task 1 - Local and

Regional Mobility and Land Use Analysis; and Task 3 - County Corridor Classification and Design Standards. As Project Engineer, Mr. Conroy was responsible for coordinating the evaluation process of the roadway corridor inventory of Passaic County and establishing the roadway classification based on AASHTO classifications. Mr. Conroy also coordinated and the GIS mapping of the corridor inventory based on the AASHTO classification using ERSI ArcMap 9.3. Mr. Conroy assisted in the preparation of documents and recommendations for the future use of the corridors relating to transportation.

Newark Ave Streetscape Improvements Phase 3, Hudson County, Jersey City, NJ

This project included full streetscape design from Coles St. to the east side of the Conrail Bridge west of 7th St. and milling, resurfacing and handicap curb ramp improvements from 7th St. to Summit Ave. Included in the streetscape design were new curb and sidewalks, new decorative lighting, new trees, upgraded and new traffic signals, signing and traffic striping, and milling and paving of the roadway surface. The total length of the project was 5,500 feet. As Project Engineer, Mr. Conroy was responsible for assisting in the preparation of plans including cover sheet, estimate of quantities, general legend and notes, plan sheet index, tie sheets, typical sections, construction plans, traffic signage & striping, traffic control, and construction details. All plan documents were prepared using AutoCAD Civil 3D Land Desktop Companion.

Hudson County Planning Board, Hudson County, Hoboken, NJ

Contract was provided to review site plan and subdivision applications to the Hudson County Planning Resolution and checklist for site plan applications to the County Planning Board including traffic and drainage engineering for developments impacting the county roads. Task No. 1 of this contract was the review of the redevelopment of the Hoboken DPW Garages at Observer Highway. A private developer purchased the property and was planning to build a residential complex with some commercial space and parking. The budget cap fee was \$10,800.40. As Project Engineer, Mr. Conroy is responsible for attending application meetings and board hearings once a month and reviewing submitted applications.

Jersey City Circulation Element to Master Plan, Hudson County, Jersey City, NJ

This project involved the preparation of a new circulation element for the City of Jersey City Master Plan. The project created an action oriented plan for a citywide, multi-modal transportation network that strengthens the link between land use and transportation. Scope of work included the development of concept schemes based on the results of the planning and traffic studies performed by the prime consultant, construction estimates, and a matrix of comparison of the alternatives developed for the project. As Project Engineer, Mr. Conroy was responsible for coordinating the development of concept plans for incorporation into the Master Plan. All plan documents were prepared using AutoCAD Civil 3D Land Desktop Companion.

Newark Avenue Streetscape Improvements Phase I & II, Hudson County, NJ

The City of Jersey City has received a grant from the NJDOT for Improvements along Newark Avenue from Grove Street to Coles Street for a length of 0.3 miles. Newark Avenue, a major thoroughfare in Jersey City, shows deteriorated

curbs and sidewalks, deficient and obsolete lighting and very scattered trees, those conditions are not pedestrian friendly and there are numerous businesses along the street which generate a large number of pedestrian traffic. The roadway improvements included resurfacing of the road, new curb and sidewalk, new handicap ramps and detectable warning surface at the street corners and delineation of bicycle lanes, decorative street lighting, traffic markings and signs. The project construction cost was estimated at \$2 Million. Scope of services included the design of the roadway improvements and construction administration for the duration of the project. As Project Engineer, Mr. Conroy was responsible for assisting in the preparation of construction documents. Work includes preparing estimate of quantities, general legend and notes, tie sheets, typical sections, construction plans, MPT plans, traffic signage & striping, traffic control, and construction details. All plan documents were prepared using AutoCAD Civil 3D Land Desktop Companion.

Ridgefield Planning Board Engineer, Bergen County, Ridgefield, NJ

Scope is to provide engineering services for the Ridgefield Planning Board. Task is to provide review/inspection of the site plan and subdivision applications that came before the Planning Board. As Project Engineer Mr. Conroy was responsible for reviewing construction plans and preparing review letters to the Borough of Ridgefield Planning Board in accordance with the Ordinance of the Borough of Ridgefield.

Market St-Essex St and Main St-Rochelle Ave Intersection, Bergen County, NJ

The County of Bergen contracted services to prepare design plans for the improvements to the intersection of Market/Essex Street -- Main/Rochelle Avenue in Lodi, Rochelle Park and Saddle Brook.

The design phase of the project consisted of survey field update, ROW, signalized intersection, and roadway widening. There were several challenges the design team had to overcome including the coordination of construction stages for the Market Street Bridge with the rest of the project, the proximity of the Passaic River to Rochelle Avenue and Main Street and the presence of numerous utilities above and underground.

Construction began upon completion of the NJDOT Improvements to Essex Street-Route 17 Interchange, which ties to the eastern limit of this project. As Senior Engineer, Mr. Conroy assisted in the plan preparation pertaining to the existing and proposed profiles and cross sections. All plan documents were prepared using AutoCAD Civil 3D Land Desktop Companion.

REQUIRED ADMINISTRATION FORMS

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: General Engineering Services

REQUEST FOR QUALIFICATIONS
DIVISION: Architecture, Engineering, Traffic, & Transportation
DUE DATE: April 22, 2015

GENERAL INFORMATION SUMMARY FORM

PROJECT: General Engineering Services

RESPONDENT: EDWIN A. REIMON

Address: 251 Ridge Road
Lyndhurst, NJ
07071

Telephone: (201) 686-9066

Fax: (201) 686-9066

Website: _____

MAIN CONTACT: EDWIN A. REIMON

Telephone: (201) 686-9066

Email: reimon5@msn.com

SERVICES PROVIDED:

Please check one (1): ☒ Multidisciplinary ☐ Specialty

Please check all that apply. If "Other", please specify:

☒ Civil

☐ Structural

☒ Streetscape Design

☐ Waste/Water Management

☒ Geotechnical

☒ Surveying

☒ Construction Management

☐ Environmental

☐ LSRP Services

☐ Feasibility Studies

☐ Environmental Site Assessments

☐ Environmental Regulatory Compliance

☐ Environmental Impact Statements

☒ Traffic

☒ Signal Design

☒ Parking Studies

☒ Traffic Impact Studies

☐ Grant Writing/Application

☐ Other _____

PRIOR MUNICIPAL WORK:

Prior work with the City of Jersey City: ☒ YES ☐ NO

Details: Design and construction administration for
Newark Avenue Improvements, Phase I-II

Prior work with other municipal governments: ☒ YES ☐ NO

Details: Municipal Engineer for Ridgefield and West N.Y.
Design services and construction administration
for Perth Amboy, Newark, Passaic, Paterson

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.728

Agenda No. 10.2.7

Approved: OCT 14 2015



TITLE: RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES, FOR THE WILSON ST. ASSESSMENT & DESIGN OF ROADWAY LIGHTING PROJECT NO. 14-005 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) has received from the New Jersey Department of Transportation (NJDOT) Seventy Five Thousand (\$75,000.00) Dollars for the Wilson Street Assessment & Design of Roadway Lighting (Project); and

WHEREAS, the City requires the professional services of an engineering firm to design, prepare final construction plans and specifications for this Project; and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq., the City, in April 2015 publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, on August 7, 2015 City solicited Proposals from five (5) prequalified engineering firms; and

WHEREAS, Edwin A. Reimon is a pre-qualified engineering firm that provides technical and civil engineering services for roadway projects such as Wilson Street Assessment and Design of Roadway Lighting; and

WHEREAS, in response to the City's Request for Proposals, Edwin A. Reimon, PE, CME Engineering Services, submitted the attached proposal dated August 25, 2015 in the amount of Seventeen Thousand Four Hundred and Fifty (\$17,450.00) Dollars; and

WHEREAS, the total contract amount for the Wilson Street Assessment and Design of Roadway Lighting, Project No. 14-005 shall be for a sum not to exceed Seventeen Thousand Four Hundred and Fifty (\$17,450.00) Dollars; and

WHEREAS, Funds for this expenditure are available from the following account:

Acct. No.	Req. #	P.O. #	Amount
04-215-55-948-990	0171544	118593	\$17,450.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. and Edwin A. Reimon PE, CME Engineering Services, submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form attached with Edwin A. Reimon, PE, CME, Engineering Service, to provide engineering services for a total contract amount not to exceed \$17,450.00;

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES, FOR THE WILSON ST. ASSESSMENT & DESIGN OF ROADWAY LIGHTING PROJECT NO. 14-005 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

2. The term of the contract shall be Six (6) months and final plans, specifications, Engineer's construction cost estimate and Engineer's design certification shall be completed and submitted to the City of Jersey City by March 31, 2016;
3. This agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contract Law, N.J.S.A. 40 A:11-5(1)(a)(i);
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.;
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and Incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Acct. No.	Req. #	P.O. #	Amount
04-215-55-948-990	0171544		\$17,450.00

APPROVED: [Signature]
Joao D'Souza, Director of Traffic & Transportation

APPROVED: [Signature]
Joseph R. Cunha, PE, CME, CPWM, CRP
Director of Engineering

APPROVED: [Signature]
Robert J. Rakoleski
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Joanne Monahan
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES, FOR THE WILSON ST. ASSESSMENT & DESIGN OF ROADWAY LIGHTING PROJECT NO. 14-005 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transportation
Name/Title	Joao D'Souza	Director of Traffic and Transportation
Phone/email	201-547-4530	joao@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Provide a safe environment for the safer passage of pedestrians from the Liberty Science Center and the surrounding areas, to and from the Light Rail Station.

Cost (Identify all sources and amounts)

Acct.	\$17,450.00 State Grant
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Contract term (include all proposed renewals)

Six Months.

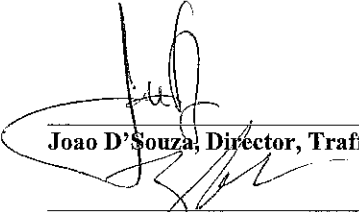
Type of award

Fair/Open

If "Other Exception", enter type**Additional Information**

Proposals for design were solicited from the following prequalified Engineering firms:

Edwin A. Reimon, PE, CME, Engineering Services	\$ 17,450.00
KSE Engineers	\$ 0
CME Engineers	\$30,450.00
RBA Group	\$ None received
AR&H Associates	\$None received


Joao D'Souza, Director, Traffic & Transp.

Signature of Department Director

9/23/15
Date

9/23/15
Date

AGREEMENT

Agreement made this day of , 2015 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and EDWIN A. REIMON, PE, CME ENGINEERING SERVICES, located at 251 Ridge Road, Lyndhurst, NJ 07071, (hereinafter referred to as ("CONSULTANT")).

WHEREAS, the CITY requires professional engineering services for the Wilson Street Assessment and Design of Roadway Lighting Project No. 14-005 ("Project"); and

WHEREAS, the CITY requires professional engineering services to implement design plans and specifications for the Project and provide an engineer's estimate; and

WHEREAS, CONSULTANT submitted a proposal dated August 25, 2015, ("Consultant's Proposal"), in the amount of Seventeen Thousand Four Hundred and Fifty (\$17,450.00) Dollars and no Cents, attached hereto; and

WHEREAS, the CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to design and preparation of construction plans and specifications of the Project, and provide an engineer's estimate; and

WHEREAS, the CITY approved Resolution No. _____ on _____, 2015 awarding a professional services contract to the CONSULTANT;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with engineering services, for the design Wilson Street Assessment and Design of Roadway Lighting, Project No. 14-005.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and the Consultant's Proposal are intended to complement and supplement each other. In

the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of Six (6) months after execution of this Agreement.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal with a total contract amount not to exceed Seventeen Thousand Four Hundred and Fifty Dollars (\$17,450.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract. The CONSULTANT shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- i) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.

- ii) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- iii) Automobile Liability in the amount of \$1,000,000 combined single limit.
- iv) Professional Liability in the amount of \$2,000,000 per occurrence in aggregate.

The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) day's written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with

the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture, Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full,

required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY, and its respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June

12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance e-9-.1 et Seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two *2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

ROBERT J. KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

EDWIN A. REIMON, PE, CME
ENGINEERING SERVICES

BY: _____
EDWIN A. REIMON
PRESIDENT

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1905437 FOR REIMON,EDWIN A IS VALID.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 23, 2015
TO : Peter Folgado, Purchasing Director
FROM : Robert Kakoleski, Business Administrator
SUBJECT : Award Recommendation Letter
Wilson Street Assessment and Design of
Roadway Lighting
Jersey City Project No. 14-005

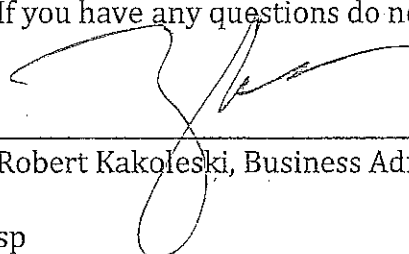
Please be advised, after careful and thorough review of the Proposals, I recommend that the contract be awarded to:

EDWIN A. REIMON PE, CME, ENGINEERING SERVICES
251 RIDGE ROAD
LYNDHURST, NJ 07071

Please proceed and utilize the following requisition listed below. Enclosed is the awarding resolution for your perusal.

REQ #	ACCOUNT NUMBER	AMOUNT
0171544	04-215-55-948-990	\$17,450.00

If you have any questions do not hesitate to call.


Robert Kakoleski, Business Administrator

sp

Attachments

c: Jose R. Cunha, PE, CME, CPWM, CRP, Director of Engineering
Brian F. Weller, Director, Division of AET&T
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 23, 2015

TO : Robert Kakoleski, Business Administrator

FROM : Brian Weller, LLA, ASLA, Director of AET&T

SUBJECT : **Recommendation to Award Contract**
Wilson Street Assessment and Design of
Roadway Lighting
Jersey City Project No. 14-005

On August 7, 2015, the Traffic and Transportation Director sent Request for Proposals, for the above mentioned project, to the following prequalified engineering firms:

- Edwin A. Reimon, PE, CME Engineering Services
- KSE Engineers
- CME Engineers
- RBA Group
- AR&H Associates

Please find memo attached requesting the award of contract to:

EDWIN A. REIMON, PE, CME, ENGINEERING SERVICES
251 RIDGE ROAD
LYNDHURST, NJ 07071

sp

Attachments

C: Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 22, 2015

TO : Brian Weller, Director, AET&T

FROM : Joao D'Souza, Director, Traffic & Transportation

SUBJECT : **Award Recommendation Letter**
Wilson Street Assessment and Design of
Roadway Lighting
Jersey City Project No. 14-005

Please be advised, after a careful and thorough review of proposals received for above mentioned project, I recommend that the contract be awarded to:

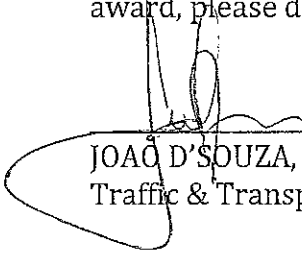
EDWIN A. REIMON PE, CME, ENGINEERING SERVICES
251 RIDGE ROAD
LYNDHURST, NJ 07071

Contract Amount = \$17,450.00

Please proceed and utilize the requisition listed below.

REQ #	ACCOUNT NUMBER	AMOUNT
0171544	04-215-55-948-990	\$17,450.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x4530.


JOAO D'SOUZA, Director
Traffic & Transportation

C: Dawn Odom, Supv Adm Analyst

Project No.	RFP'S	EDWIN REIMON	KSE ENGINEERS	CME ENGINEERS	RBA GROUP	AR&H ASSOC.
14-005	WILSON ST. ASSESSMENT & DESING OF ROADWAY LIGHTING	\$17,450.00	\$0.00	\$30,450.00	\$0.00	\$0.00
15-007	DESIGN OF TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENT @ JERSEY AVE, PHILLIP ST. & JOHNSTON AVE	\$33,850.00	\$65,306.00	\$491,327.00	\$0.00	\$0.00
15-008	CONSTRUCTION INSPECTION SERVICES FOR ROADWAY RECONSTRUCTION PROJECTS	\$74.00	\$90.00	\$98.00	\$0.00	\$0.00

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

August 25, 2015

Mr. Stanley Huang, P.E.
Municipal Engineer
Division of Architecture, Engineering Traffic & Transportation
13-15 Linden Avenue, Jersey City, NJ07305

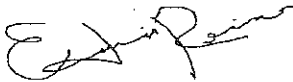
Reference: **Request for Proposals**

- **Design of Traffic Signal and Intersection Improvements**
- **Wilson Street Assessment and Design of Roadway Lighting**
- **Construction Inspection Services for Roadway Reconstruction Projects**

Dear Mr. Huang:

Please find enclosed three original signed proposals for each of the above referenced projects and a USB Memory with the files for each proposal; we look forward to continue serving the City of Jersey City. If you have any questions, please contact me at 201-686-9066 or by email at reimon5@msn.com.

Best Regards,



Edwin A. Reimon, P.E., C.M.E.
Principal

Project No.	RFP'S	EDWIN REIMON	KSE ENGINEERS	CME ENGINEERS	RBA GROUP	AR&H ASSOC.
14-005	WILSON ST. ASSESSMENT & DESING OF ROADWAY LIGHTING	\$17,450.00	\$0.00	\$30,450.00	\$0.00	\$0.00
15-007	DESIGN OF TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENT @ JERSEY AVE, PHILLIP ST. & JOHNSTON AVE	\$33,850.00	\$65,306.00	\$491,327.00	\$0.00	\$0.00
15-008	CONSTRUCTION INSPECTION SERVICES FOR ROADWAY RECONSTRUCTION PROJECTS	\$74.00	\$90.00	\$98.00	\$0.00	\$0.00

CITY OF JERSEY CITY

PROPOSAL

WILSON STREET ASSESSMENT AND DESIGN OF ROADWAY LIGHTING

**From Jersey City Boulevard to the Hudson Bergen Light Rail
Park & Ride Perimeter Road**

Prepared by: 
EDWIN A. REIMON, P.E., C.M.E.

Date: August 20, 2015

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

August 20, 2015

Mr. Stanley Huang, P.E.
Municipal Engineer
Division of Architecture, Engineering Traffic & Transportation
13-15 Linden Avenue, Jersey City, NJ07305

Reference: **Construction Inspection Services for
Roadway Reconstruction Projects**

Dear Mr. Huang:

This is my letter of intent to provide construction inspection services for Wilson Avenue Assessment and Design of Roadway Lighting project in the City of Jersey City. As you will find in the body of my proposal, I have provided similar services for the City in the past and look forward to continue serving the City of Jersey City with this project. If you have any questions, please contact me at 201-686-9066 or by email at reimon5@msn.com.

Best Regards,



Edwin A. Reimon, P.E., C.M.E.
Principal
NJ PROFESSIONAL ENGINEER NO. 24GE03869400

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

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EXECUTIVE SUMMARY

EDWIN A. REIMON, P.E., C.M.E.

Engineering Services

Executive Summary

I am Edwin A Reimon, P.E., C.M.E. a Sole Proprietor who started providing professional engineering services on October 6, 2014 specialize in civil, geotechnical, structural engineering and survey services which are the disciplines I have been involved as engineer working for Municipalities and Consulting Engineering Companies in New York and New Jersey and my business is registered in the State of New Jersey. During my 35 years of experience, I have been involved in numerous transportation projects, Master Plan projects, site development and utility improvement projects for which lighting has been a design a common element for all of the projects. I also held position as Senior Engineer for the City of Jersey City where I designed and managed the construction of a number of streetscape projects, roadway improvement projects and was involved in the construction of the Hudson-Bergen Light Rail. As design engineer and manager in consulting engineering companies, I was involved in large highway projects like the design of three sections of Interstate 287, Route 21, Route 24, NJ Turnpike Widening 1985-1990, Garden State Parkway Interchange 123, scoping of bridges and roadways, preliminary design of intersection improvements and interchanges and many other infrastructure projects for the NJDOT. I have also prepared design of intersection improvements and roadway lighting to meet ASSHTO Lighting Standards, RSIS and ADA accessibility requirements and I have managed inspection of repairs to large brick sewer pipes in the City of Newark, inspection services included review of pre-repair TV Video of the sewer main lines, lateral connections and manholes; installation of pipe lining, review of post lining TV Video and punch list. I have prepared Soil Erosion and Sediment Control Permit Applications for Municipal and Private Development Projects; I have also prepared permit applications for Roadway Access to the NJDOT. I have served as municipal engineer in West New York and Ridgefield and Planning Board Engineer for the County of Hudson and Borough of Ridgefield.


The project engineer I have selected to work with me in this challenging project has over 10 years of experience in the design of lighting plans for parking facilities, parks and roadway improvement projects and has developed strong business relationship with lighting manufacturers in our region and has performed assessment of existing lighting systems for parking areas, access roads and parks with the support of lighting manufacturers. We are confident we can provide the services requested in the RFP for the Wilson Avenue Project and we look forward to working with your office in this interesting project.

My office is located at 251 Ridge Road, Lyndhurst, NJ, less than 2 miles from the Toll Plaza No.16 of the NJ Turnpike, a freeway with direct connection to local other State Highways connecting to Jersey City.

I will be the principal contact for this project and I can be reached by phone at 201-686-9066 or by email reimon5@msn.com.

I look forward to working with the City of Jersey City this roadway improvement project for the benefit of the community of the City of Jersey City

Sincerely,



Edwin A. Reimon, P.E., C.M.E.
Principal

PROPOSAL

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

August 20, 2015

Mr. Stanley Huang, P.E.
Municipal Engineer
Division of Architecture, Engineering Traffic & Transportation
13-15 Linden Avenue, Jersey City, NJ07305

Reference: **Wilson Street Assessment and Design of
Roadway Lighting**

Dear Mr. Huang:

I am pleased to submit this proposal to perform an Assessment and Design of Roadway Lighting along Wilson Street in the City of Jersey City, New Jersey. The following is a description of my proposal to meet the requirements of the RFP for the project:

Understanding of Complete Project

It is my understanding that the purpose of this project is to perform an assessment of the existing lighting levels along Wilson Street between Jersey City Boulevard and the Hudson Bergen Light Rail (HBLR) Perimeter Road and the landscaping area alongside the Turnpike R.O.W. in the vicinity of the driveway entrance for the Liberty Science Center employees. The assessment of the street lighting will be based on the AASHTO Design Criteria, NJDOT Roadway Design Manual and MUTCD. There is street lighting along the Liberty Science Center side of Wilson Avenue, under the Turnpike elevated highway and at the intersection of this street with the HBLR Perimeter Road. The following is a detail of the scope of services for the performance of the services required to complete and deliver the project:

Task I. Assessment of Street Lighting

The street lighting assessment will be staged as follows:

Stage I - Prepare a base map of the project study area depicting the existing conditions on site, the location, type and energy consumption of the street lighting fixtures on each pole will be shown on the base map.

Stage II – Perform a night time measurement of the lighting levels for the project area.

Stage III – Prepare a report of the existing lighting levels along Wilson Street and issue recommendations for improvements as deemed necessary to bring the street lighting levels to at least met the street lighting standards from AASHTO Design Criteria, NJDOT Roadway Design Manual and MUTCD.

Task II. Design of Roadway Lighting

Upon review and approval of the Wilson Street Lighting Assessment Report, we will prepare a lighting plan for the lighting improvements as recommended in the approved report. The design will entail preparing a set of plans at 1"= 30' scale depicting the lighting and pedestrian safety improvements proposed in the report together with lighting, signing and striping details.

Our design approach will focus not only on the lighting levels on the project study area, but we will also investigate and provide ideas for pedestrian safety improvements at crosswalks and vehicular driver awareness by assessing and recommending cost effective roadway improvements that ultimately increase roadway operations safety.

DELIVERABLES

Our team is committed to providing the City with an efficient project that meet the industry standards for street lighting and is delivered as per the expectations described in the delivery schedule of the RFP. We believe we can complete the Draft lighting Assessment Report in two weeks from the Notice to Proceed and deliver the project ahead of schedule.

FEES

We are proposing the following **NOT TO EXCEED** Fees for the performance of this project plus any direct expenses such as printing of plans, documents and photo, CD's or USB Flash Drive.

Task I: Assessment of Street Lighting

Draft Lighting Assessment Report	\$7,050.00
Final Assessment Report	\$1,200.00

Task II: Design of Roadway Lighting

80% Progress Plans and specifications.	\$7,700.00
Bid Package.....	\$1,500.00

TOTAL = \$ 17,450.00

Direct expenses include reproduction of plans and documents mail and CD's or USB Flash Drive and are billed at cost.

Billing will be submitted monthly, based on the hours charged to the project to the limits presented in this proposal. Payment of outside consultant or outside contractor is the responsibility of the client.

I thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please feel free to contact me at (201) 686-9066 or by email at reimon5@msn.com.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Edwin Reimon', with a stylized flourish at the end.

Edwin A Reimon, P.E., C.M.E.
Principal

SIMILAR PROJECTS

EDWIN A. REIMON, P.E., C.M.E.
Engineering Services

SIMILAR PROJECT

Newark Parks Task Order

This project consisted of design and construction management of improvements to the Elmwood Avenue Park, the scope of services for this project included new sprinkler system, new curbs and sidewalks, park furniture, new landscaping and path areas ADA accessibility and **new lighting, which entailed the development of a photometric plan to assure that lighting was sufficient to service the park and the American Flag on a 35' high pole, providing welcoming security without spilling light onto the homes around the park.** Edwin Reimon was the director in charge of the project and responsible for the staffing of the project, maintaining budget and coordinating with the City Government and NJDOT Local Aid Office in Newark.

- Municipal Capital Funding
- Construction Budget \$450,000
- Client Contact Mehdi Mohammadish, P.E. Municipal Engineer, Department of Engineering 973-733-3655

Newark Avenue Improvements Phases I thru V, City of Jersey City

This project entails design and construction inspection of streetscape improvements to Newark Avenue, a major thoroughfare in the City of Jersey City. Relevant design elements of the project were structural sidewalks where basement of businesses and homes extended to the street curb line, handicap ramps in compliance with ADA, **design of decorative lighting**, stamped street crossings at intersections with high pedestrian traffic, street trees, benches and trash receptacles. In addition, the project included milling and paving of the street. Edwin Reimon was the director responsible for the design and construction inspection of the project, maintained budgets and schedule and coordinated with the City Engineer's Office

- FHWA Funding, NJDOT Local Aid Funding and Municipal Funds.
- Construction budget \$9,000,000
- Client contact is Mr. Stanley Huang, P.E. City of Jersey City Municipal Engineer 201-547-4411

Christopher Columbus Drive Improvements, Phase II, City of Jersey City

This project entails value engineering review of the design performed by a Consulting Engineering firm and construction administration of the project. Value engineering found that decorative lighting was not presented as per industry AASHTO standards and a more detail **design of the decorative lighting and cost**

estimate was prepared prior to bidding the project. Major items in this project are new sidewalks and curbs, roadway milling and paving with improved cross section crown for storm run-off, decorative lighting, roadway markings, signs, trees, benches and new trash receptacles. In addition traffic signals were replaced and a new traffic signal interconnect cable was installed to improve efficiency and capacity of the roadway network and improve safety with the installation of new pedestrian heads in compliance with ADA. Edwin Reimon was the director responsible for the design and construction inspection of the project, maintained budgets and schedule and coordinated with the City Engineer's Office.

- NJDOT Local Aid Funding
- Engineer's Budget \$1,559,360
- Client contact is Mr. Stanley Huang, P.E. City of Jersey City Municipal Engineer 201-547-4411

RESUMES

Edwin Reimon, P.E., CME
Principal

Years Experience:

Thirty-six years

Professional Registrations:

Licensed Professional Engineer #24GE03869400, New Jersey, 1994

Licensed Professional Engineer #9377, Delaware, 1994

Academic Achievements:

B.S., Civil Engineering, Havana University, 1979

Certifications:

Certified Municipal Engineer #744, New Jersey, 2000

Additional Training:

ADA Design for pedestrian accessibility

Traffic Calming and Traffic Signal Timing and Phasing, NSPE

Storm Water Management by the NJ DEP

Complete Streets Planning and Implementation

Helical Foundation Systems

Green Roofs Design and Construction

Wind Loads ASCE 7-05

Soil Modifications

Mr. Reimon is accomplished in all areas of civil engineering with over 30 years of experience in design of Site Development Improvements for Public Facilities and Private Residential and Commercial Developments, design of Highways and Streetscape Projects, Utility Engineering, and Municipal Engineering. Mr. Reimon has performed work in compliance with the NYCDOT, NYCDOB, NYCDEP, NYSDEP, NJDEP General and Individual Permit Applications and NJDOT Design and Construction of Highways and Bridges, NJDOT Local Aid Program and NJDOT Access Plans and Permit Application. His responsibilities have included project management, highway geometry for complex interchanges, R.O.W., utility coordination and engineering, signing, striping and lighting plans, and development of maintenance and protection of traffic plans and construction staging plans for highway improvement and bridge replacement projects. Mr. Reimon is familiar with land use laws, access code for State and non State highways, acquisitions for R.O.W., subdivisions, utility easements, Planning Board submissions and testimony, environmental permits and documents, and the municipal government grant application and procurement process. His experience also includes Municipal and County Planning Board Review of Site Plans and the management of the Capital Improvement Program for a major city as part of their Division of Engineering.

Borough of Ridgefield - Borough Engineer, Ridgefield, New Jersey

As Project Manager, Mr. Reimon was responsible for project account, providing technical guidance and advice to the Municipal Engineer, attend meeting with the municipal officials, and assist in the preparation of grant application for infrastructure improvement projects and advice the municipality on planning and infrastructure projects and expenditures related to municipal infrastructure.

Municipal Engineering Services, Town of West New York, Hudson County

Project was selected to perform the duties of Municipal Engineer for the Town of West New York. Included in the duties of the Municipal Engineer for the Town were inspection of construction of public facilities and roads, assist the Building department in the review of plans for construction/improvements of private properties. In addition, as Municipal Engineer, Mr. Reimon was responsible for attending meetings with the director of Public Works, Business Administrator and Construction Code Official. Mr. Reimon was also responsible for assisting the Town in securing grant from the NJDOT for street resurfacing and streetscape projects; and FEMA Grants for emergency repairs to public facilities.

City of Jersey City, Division of Engineering, Hudson County, Jersey City, NJ

Mr. Reimon served as Senior Engineer for the City of Jersey City, Division of Engineering and was responsible for the construction management of various roadway projects, payment, change orders and closeout of projects. He Organized and carried out pre-award meetings and pre-construction meetings. Mr. Reimon also reviewed site plans and

Affiliations:

Institute of
Transportation
Engineers (ITE)

utility improvement projects, including the review of the proposed park and ride facility for the light rail at Liberty Science Center; assessment of infrastructure improvements for future taxation rate to proposed residential developments, roadway improvements, lighting, drainage, environmental screening and retaining walls. Mr. Reimon also analyzed franchise agreement fee rates for fiber optic communication companies and street opening permit fee rates with utility companies.

Newark Task Order Services for Four Parks, Essex County, Newark, NJ

Mr. Reimon provided design services as well as construction plans and technical specifications for various construction activities related to 4 separate parks in the City of Newark.

Before its upgrade, Elwood Park was an open space with many mature trees, but no amenities, walking paths or landscape to enhance the quality of life in the neighborhood surrounding the park. PROJECT provided concept plans introducing various schemes of landscaping, walking paths, gathering areas with tables, benches and chairs for board games; all concepts were developed in sympathy with numerous mature trees, to maximize shade and to take advantage of the beauty of the trees. A sidewalk joint layout plan was prepared with all dimensions needed to produce and deliver a unique and aesthetic walkway in compliance with ADA. Mr. Reimon coordinated with PSE&G and the Newark Sewer and Water Department in the design and installation of lighting, electric and water service for this facility; part of this task was to develop a photometric plan to assure that lighting was sufficient to service the park and the American Flag on a 35' high pole, providing welcoming security without spilling light onto the homes around the park. Grading and drainage of the park was prepared to assure sheet flow through the grass areas and a soil erosion and sediment control plan was prepared to comply with environmental requirements. The park was re-opened in Spring, 2009, to a standing ovation from the grateful neighborhood.

Mildred Helms Park was renovated a few years ago, incorporating a large playground area with trees and passive recreation areas. The project rescued a formerly blighted park and turned it into a major asset to the residential neighborhood. One of the highlights of the project was the replacement of the mismatched eyesore retaining wall with one contiguous and attractive concrete wall that resembles stone, restoring the nurturing ambience of natural surroundings and adding lighting to enhance community safety at night time.

As the principal in charge for the City of Newark Task Order Contract for Park Improvements, Mr. Reimon was responsible for coordination with the City, maintaining budget and schedule.

Pennington Park Final Design, Paterson, New Jersey

The project involved surveying, engineering design, permitting and construction administration for the demolition of an existing field located along the Passaic River, and construction of a turf soccer field, two natural grass fields, parking facilities, and recreational facilities upgrades. Other elements included landscaping, lighting and comfort station improvements. The project also required obtaining permits for the modifications within the flood hazard area of the Passaic River. As Project Manager, Mr. Reimon was responsible for coordination with the City Officials, NJDEP for securing permit, presentation of concept plans to the City Officials, maintenance of

budget and schedule maintenance and providing guidance to the staff assigned to the project.

Newark Avenue Streetscape Phase I - V, Jersey City Project No 12-013, Jersey city, New Jersey

The purpose of this project is to perform a streetscape improvement to Newark Avenue from Grove Street to Tonnelles Avenue. The streetscape section of the project includes new colored concrete sidewalk with architectural scoring. The PROJECT will also included the design layout for the decorative lighting, including photometric, resetting of castings, new castings where the existing ones are in poor condition, resetting of cellar doors, resetting or new inlets/catch basins, new eco-curb pieces and bicycle safe grates, new traffic markings and symbols type thermoplastic, detectable warning surface at the handicap ramps, new foundation for the decorative lighting, traffic signs, trees and tree pits, street furniture and decorative crosswalk design at street intersections. At the request of the City Engineering Office, Project performed additional design services for the Improvements to Mercado Park, which included grading drainage and landscaping and improvements to the grounds of one Fire House including grading, drainage, water and sewer utility relocation and landscaping. The project will be designed in conformance with AASHTO Design Criteria, NJDOT Roadway Design Manual and Guidelines for the Planning and Design of Bicycle Compatible Roadways, Complete Streets Guidelines, NJDOT Context Sensitive Design Guidelines, Jersey City Division of Engineering Construction Details and MUTCD. The total length of the project is 1,300 Ft. As Project Manager Mr. Reimon was responsible for coordination with the City Engineer's Office, provide technical guidance to the staff assigned to the project, maintain budgets and schedule and attend meeting with the City Engineer's Office and the Community.

Christopher Columbus Drive Phase II Value Engineering & Construction Services, Jersey City, NJ

This project included a value engineering review, construction inspection and construction administration services for the improvements to Christopher Columbus Drive from Monmouth Street to Warren Street. Services included in this project were evaluation and redesign of the street decorative lighting and coordination with PSE&G, limited widening of the roadway and utility relocation, new trees, upgrade and new traffic signals, signing and traffic striping, and milling and paving of the roadway surface. The total length of the project was 3,500 feet. Mr. Reimon served as Project Manager and was responsible for assigning staff to the project, client maintenance, project schedules and budget, technical advice to production engineers and mentoring.

NJSCC - Jersey School No. 13, Hudson County, Jersey City, NJ

The New Jersey School Construction Agency contracted DMR Architects for the Design and Construction Support of a new Early Childhood Educational Center in Jersey City. The school will have the capacity for 350 students some of the features of this new facility are indoor and outdoor play areas and a gated parking lot adjacent to the building. The project was designed to meet LEED Certification. PROJECT's scope of work included, civil, structures, geotechnical, and landscaping engineering. Project cost was estimated to be below \$20 million. Some of the major challenges of this project was to provide plans to incorporate historic pieces of an old building from the site into the landscaping of the project, outdoor lighting and sizing the rain

harvest underground tank to meet achieve the greatest storage possible for the use of the water in the toilets of the school. Mr. Reimon was responsible for coordination of all the disciplines assigned to civil engineering, and for the coordination with the prime consultant, DMR Architects, other members of the design team and steering committee. In addition, Mr. Reimon maintained budget and schedule for the project, attended meetings, performed presentations and prepared reports for the project.

Jersey City Communication Center, Hudson County, Jersey City, NJ

Jersey City was prepared to build a two story building of 28,000 SF of office space and parking in premises to house the City Public Safety Communication Center. PROJECT's scope of work was to a prepare site plan, lighting plan for the parking areas and access, traffic engineering analysis and geotechnical investigation and report for the project. The project was also designed to meet LEED Certification; Project design team provided LEED Analysis of the civil engineering items. As Principal in Charge, Mr. Reimon was responsible for maintaining communication with the client and the City and oversight on the project schedule and budgets.

Brian A. Conroy, P.E.
Project Engineer

Years Experience:

14

Professional Registrations:

Professional Engineer
#24GE04781300,
New Jersey, 2009

Professional Engineer
#089312-1, New York,
2011

Professional Engineer
#PE082227,
Pennsylvania, 2014

Academic Achievements:

B.S., Construction
Engineering Technology,
Fairleigh Dickinson
University, 2000

Additional Training:

Surface Transportation
Quality Management
Plan (STQMP) Training,
June 2013

Municipal Planning and
Zoning – Experienced
Member Program, NJPO

Wetlands Delineator
Certified

Mr. Conroy is a qualified Project Engineer with 14 years experience with a Bachelor of Science in Construction Engineering Technology from Fairleigh Dickenson University. Mr. Conroy has experience in municipal plan review, site inspections, utility investigation, lighting design, site plan design, wetlands delineation and environmental reports. Mr. Conroy has knowledge of Municipal and State requirements including but not limited to stormwater rules and regulations, wetlands and stream encroachment applications, Treatment Works Approval (TWA) permits and Soil Erosion Commission permits including all necessary plan and document preparation for permit approvals. Mr. Conroy has extensive knowledge of AutoCAD and stormwater management design software.

Rikers Island Survey & Utility Investigation – Bronx, New York

Contract was to provide Civil, Geotechnical, Survey and Utility Investigation Services to the New York City Department of Corrections (DOC) for the redevelopment of existing sprung buildings for a new inmate processing center. As Project Engineer, Mr. Conroy was involved in the initial site investigation with the client which further lead to the development of civil design documents and specifications for a task involving bus circulation, site lighting and site security. Mr. Conroy coordinated the development of the civil plans using Autocad 2011 for plan drafting, Autoturn for Autocad 2011 to evaluate bus turning layouts for the site plan and Microsoft Word for specifications writing.

Paulsboro Plaza Summit – Phase I, Paulsboro, New Jersey

The scope of this project entails the preparation of a site plan for one of the subdivision of the Plaza Summit site in Paulsboro. Task will be to prepared the initial subdivision and preliminary site plan for the project including grading, drainage, vehicular and pedestrian traffic circulation and lighting plan with photometric layout and light poles and lighting fixture details. This proposal is to provide a site plan and permits for one of the subdivisions and to address conditional approval comments to the previous subdivision. As Project Engineer, Mr. Conroy assisted in the development of utility plans and construction details for the project as well as evaluating the site for wetlands. The plans were prepared using Autocad 2011 for plan drafting.

Pennington Park Final Design, Paterson, NJ

Contract was awarded through competitive bidding by the City of Paterson to provide engineering design and construction administration services for improvements to Pennington Park in the City of Paterson. The project involved surveying, engineering design, permitting and construction administration for the demolition of an existing field located along the Passaic River, and construction of a turf soccer field, two natural grass fields, parking facilities, and recreational facilities upgrades. Other design elements of the project included landscaping, photometric and lighting design and comfort station improvements. The project also required obtaining permits for the modifications within the flood hazard area of the Passaic River. Task as the prime consultant will be to provide all services except landscaping design, which were performed by a subconsultant. As Project Engineer, Mr. Conroy was

responsible for coordinating the preparation of NJDEP Permit plans for the Flood Hazard Area application and construction plans to include demolition plan, site plan, grading plan, soil erosion and sediment control plan & details, construction details and specifications. Mr. Conroy coordinated with the landscape designer for finalizing the layout of the site. Mr. Conroy prepared all application material and drainage reports for State and Local approvals. All plan documents were prepared using AutoCAD Civil 3D Land Desktop Companion. All drainage calculations were prepared using Hydraflow Hydrographs Extension for AutoCAD Civil 3D.

Newark Avenue Streetscape Improvements Phase I & II, Hudson County, NJ

The City of Jersey City has received a grant from the NJDOT for Improvements along Newark Avenue from Grove Street to Coles Street for a length of 0.3 miles. Newark Avenue, a major thoroughfare in Jersey City, shows deteriorated curbs and sidewalks, deficient and obsolete lighting and very scattered trees, those conditions are not pedestrian friendly and there are numerous businesses along the street which generate a large number of pedestrian traffic. The roadway improvements included resurfacing of the road, new curb and sidewalk, new handicap ramps and detectable warning surface at the street corners and delineation of bicycle lanes, decorative street lighting, traffic markings and signs. The project construction cost was estimated at \$2 Million. Scope of services included the design of the roadway improvements and construction administration for the duration of the project. As Project Engineer, Mr. Conroy was responsible for assisting in the preparation of construction documents, traffic signage & striping, decorative lighting with photometric layout, and construction details. All plan documents were prepared using AutoCAD Civil 3D Land Desktop Companion.

NJSCC - Jersey School No. 13, Hudson County, Jersey City, NJ

The New Jersey School Construction Agency contracted DMR Architects for the Design and Construction Support of a new Early Childhood Educational Center in Jersey City. The school will have the capacity for 350 students, and will also have indoor and outdoor play areas, and a parking lot adjacent to the building. Scope of work included, civil, structures, geotechnical, and landscaping engineering. Project cost was estimated to be below \$20 million. As Senior Engineer, Mr. Conroy was responsible to attend weekly meetings and coordinates civil design plans, reports and specifications. Plans included demolition plan, site plan, grading and drainage plan, landscaping plan, lighting plan, SCD plans & details and construction details. Attendance of meeting was to coordinate with client, architect, mechanical and structural trades of the project to ensure a seamless design. Plan preparation was in accordance with State and local requirements including the new 21st century design manual. All plan documents were prepared using AutoCAD Civil 3D Land Desktop Companion. All drainage calculations were prepared using Hydraflow Hydrographs Extension for AutoCAD Civil 3D.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON
SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that EDWIN A. REIMON (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract EDWIN A. REIMON (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: EDWIN A. REIMON

Signed [Signature] Title: PRINCIPAL

Print Name EDWIN A. REIMON Date: 4/21/2015

Subscribed and sworn before me
this 22 day of April, 2015.
My Commission expires:

Seal)

(Affiant)
[Signature]
(Print name & title of affiant) (Corporate)
AMY L. PROKOP
AMY L. PROKOP
A Notary Public of New Jersey
My Commission Expires October 4, 2015

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

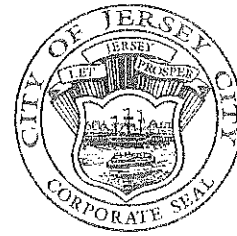
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.729

Agenda No. _____ 10.7.8

Approved: _____ OCT 14 2015

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO KEITH A. BONCHI, ESQ. FROM THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO FORECLOSE TAX SALE CERTIFICATES IN REM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City requires the services of an attorney to perform in rem tax sale certificate foreclosures during calendar year 2015; and

WHEREAS, Keith A. Bonchi, Esq., of the law firm of Goldenberg, Mackler, Sayegh Mintz, Pfeffer, Bonchi & Gill, PC, 660 New Road, Suite 1-A, Northfield, NJ 08225, is qualified to perform these services; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the City's Tax Collector has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Mr. Bonchi has completed and submitted a Business Entity Disclosure Certification which certifies that Mr. Bonchi has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Mr. Bonchi from making any reportable contributions during the term of the contract; and

WHEREAS, Mr. Bonchi has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Mr. Bonchi has submitted a Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$20,000.00 are available in Account No. 01-201-20-145-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Keith A. Bonchi, Esq. for performing the foreclosure of in rem tax sale certificates;

2. Mr. Bonchi's fee shall not exceed \$20,000.00, and the term of the contract shall be one year commencing on the date the contract is executed by City officials;

City Clerk File No. Res. 15-729Agenda No. 10.7.8 OCT 14 2015

TITLE:

2. Mr. Bonchi's fee shall not exceed \$20,000.00, and the term of the contract shall be one year commencing on the date the contract is executed by City officials;
3. This agreement is awarded as a professional services contract pursuant to N.J.S.A. 40A:11-5(1)(a)(1);
4. A copy of this resolution shall be printed in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of the resolution;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that funds in the amount of \$20,000.00 are available in Account No. 01-201-20-145-312 for payment of this resolution. P.O. # 117724



Donna Mauer, Chief Financial Officer

RR
6-29-15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐


APPROVED 7-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO KEITH A. BONCHI, ESQ. FROM THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO FORECLOSE TAX SALE CERTIFICATES IN REM

Initiator

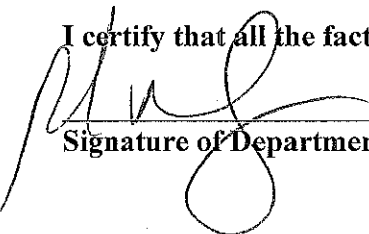
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution is to award a professional service agreement to the law firm of Goldberg, Mackler, Mintz, Pfeffer, Bonchi & Gill, PC to represent the City in the In Rem Tax Foreclosures.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

DETERMINATION OF VALUE CERTIFICATION

Maureen Cosgrove, of full age, hereby certifies as follows:

1. I am the Tax Collector for the City of Jersey City (City).
2. Attached to this Certification is a resolution awarding a contract to Keith A. Bonchi, Esq. of Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC without public bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i) to provide legal services
3. The term of the contract is twelve (12) months effective as of the date City officials execute the contract.
4. The amount of the contract is \$20,000 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 9-27-15



Maureen Cosgrove
Tax Collector

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavacro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Prof. Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Kenneth D. Mackler	412 N. Douglass Ave., Margate, NJ 08402
Joseph Eran Sayegh	20 N. Nassau Ave., Margate, NJ 08402
Lawrence A. Mintz	211 Schoolhouse Dr., Linwood, NJ 08221
Mark Pfeffer	604 Zion Road, Egg Harbor Twp., NJ 08234
Keith A. Bonchi	2027 Cedarbridge Road, Northfield, NJ 08225
Michael A. Gill	306 Steven Drive, Linwood, NJ 08221
Michael J. Mackler	18 Harbour Lane, Margate, NJ 08402
Joel M. Chipkin	7802 Marshall Ave., Margate, NJ 08402

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Signed: [Signature] Title: Partner

Print Name: Keith A. Bonchi Date: 9/18/15

Subscribed and sworn before me this <u>18th</u> day of <u>September 2015</u>	<u>[Signature]</u> (Affiant)
My Commission expires: <u>4/28/19</u>	JANET A. BROWN A Notary Public of New Jersey My Commission Expires April 28, 2016
	(Print name & title of affiant) (Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill (name of business entity) has not made any reportable contributions in the **one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Signed [Signature] Title: Partner

Print Name: Keith A. Bonchi Date: 9/29/15

Subscribed and sworn before me
this 29th day of Sept., 2015.
My Commission expires:

[Signature]
(Affiant)
Keith A. Bonchi, Partner
(Print name & title of affiant) (Corporate Seal)

[Signature]
JANET A. BROWN
A Notary Public of New Jersey.
My Commission Expires April 28, 2019

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Keith A. Bonchi, Esq., Partner

Representative's Signature: 

Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Tel. No.: (609) 646-0222 Date: 9/18/15

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Keith A. Bonchi, Esq., Partner

Representative's Signature: [Signature]

Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Tel. No.: (609) 646-0222

Date: 9/18/15

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill
Address : 660 New Road, Suite 1A, Northfield, NJ 08225
Telephone No. : (609) 646-0222
Contact Name : Keith A. Bonchi, Esq.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

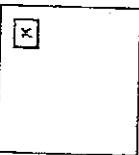
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GOLDENBERG, MACKLER & SAYEGH, PROFESSIONAL ASSOCIATION
Trade Name:	PROFESSIONAL ASSOCIATION
Address:	1030 ATLANTIC AVE ATLANTIC CITY, NJ 08401
Certificate Number:	0115867
Date of Issuance:	November 09, 2006

For Office Use Only:
20061109132117146

Certification 14694

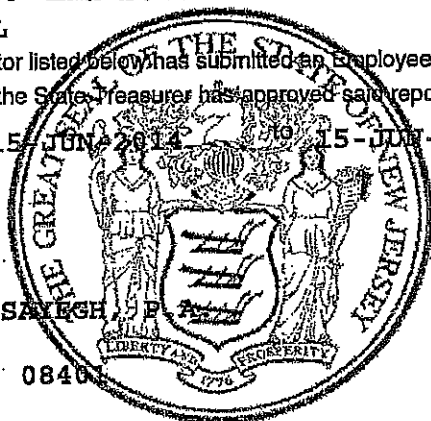
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2014 to 15-JUN-2017

GOLDENBERG, MACKLER, SANECH, P.A.
1030 ATLANTIC AVE.
ATLANTIC CITY NJ 08401



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

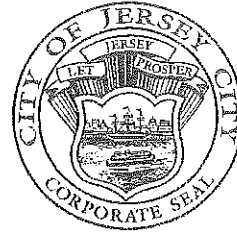
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-730

Agenda No. 10-Z-9

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY CAREPOINT HEALTH MEDICAL GROUP FOR PROVIDING EMPLOYEE MEDICAL SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES

COUNCIL OFFERED AND
MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) through its Department of Human Resources (Department) requires the services of physicians to conduct medical examinations of civilian and uniformed employees and of applicants for employment; and

WHEREAS, Carepoint Health Medical Group, 550 Newark Ave. Suite 407, Jersey City, New Jersey 07306, was an experienced provider of employee medical services; and

WHEREAS, the Department authorized Carepoint Health Medical Group to provide employee medical services for the period of April 2015 – July 2015 without awarding a contract; and

WHEREAS, Carepoint Health Medical Group provided the City with employee medical services at cost; and

WHEREAS, it cost Carepoint Health Medical Group the sum of \$24,015.00 to provide employee medical services; and

WHEREAS, Nancy Ramos, Director, for the Department, reviewed Carepoint Health Medical Group request for payment and has certified that Carepoint Health Medical Group has provided the City with employee medical services during April 2015 – July 2015 and has certified that Carepoint Health Medical Group bill for providing such services is fair and reasonable; and

WHEREAS, Carepoint Health Medical Group performed the services in good faith and is entitled to receive payment for the value of services; and

WHEREAS, the sum of \$24,015.00 is available in Account No. 01-201-20-115-312;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) the City is hereby authorized to pay Carepoint Health Medical Group the sum of \$24,015 for the provision of employee medical services during April 2015 – July 2015; and

City Clerk File No. Res. 15,730Agenda No. 10.2.9 OCT 14 2015

TITLE:

- 2) the approval of this payment is subject to the execution of a release by Carepoint Health Medical Group releasing the City from any liability in connection with claims that Carepoint Health Medical Group may have against the City for providing employee medical service; and
- 3) the City are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;

I, Donna Mauer, Donna Mauer, as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 01-201-20-115-312, PO# 118377.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation CounselCertification Required ☒Not Required ☐

APPROVED 6-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	ABSTAIN		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rólando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY CAREPOINT HEALTH MEDICAL GROUP FOR PROVIDING EMPLOYEE MEDICAL SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES

Initiator

Department/Division	Human Resources	Director's Office
Name/Title	Nancy Ramos	Human Resources Director
Phone/email	(201) 547-5224	nancyr@jcunj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

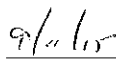
Resolution Purpose

The Department authorized Carepoint Health Medical Group to provide employee medical services for the period of April 2015 – July 2015 without awarding a contract.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.731

Agenda No. _____ 10.Z.10

Approved: _____ OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN POINT-TO-POINT UPGRADES UNDER STATE CONTRACT FOR THE 394 CENTRAL AVENUE FACILITY FUNDED BY DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, network goods and services are necessary to upgrade the point-to-point wireless area network (WAN) radio antenna communications to support PC and telephone services at the renovated 394 Central Avenue site. Among agencies to be supported by this upgrade: Treasury, Accounts and Control, Payroll, Pension, Purchasing and the Parking Authority; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, New Jersey Business Systems, 7C Marlen Drive, Robbinsville, New Jersey 08691 is in possession of State Contract No. A83899, submitted a proposal in the amount of \$73,663.32 for wireless wan point-to-point upgrades; and

WHEREAS, the total amount of the contract is \$73,663.32; and

WHEREAS, funds are available for this contract in the Capital Fund;

Account	P.O. #	State Contract	Total Contract
04-215-55-886-990	118411	A83899	\$73,663.32

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to NJ Business Systems, Inc. for point-to-point WAN upgrades to support PC and phones at 394 Central Avenue facility.
2. The total contract amount is \$73,663.32.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15-731Agenda No. 10.7.10 OCT 14 2015

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN POINT-TO-POINT UPGRADES UNDER STATE CONTRACT FOR THE 394 CENTRAL AVENUE FACILITY FUNDED BY DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-886-990	118411	A83899	\$73,663.32

Approved by _____
 Peter Folgado, Director of Purchasing
 RPPO, QPA

September 25, 2015
 Date

PF/pv
 9/25/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
 Rolando R. Lavarro, Jr., President of Council

Robert Byrne
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN POINT-TO-POINT UPGRADES UNDER STATE CONTRACT FOR THE 394 CENTRAL AVENUE FACILITY FUNDED BY DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Upgrade of wireless wide area network (WAN) radio antennas to support voice/data connectivity for City end users at the renovated 394 Central Ave site. Among agencies to be supported by this upgrade : Treasury, Accounts and Controls, Payroll, Pension, Purchasing and the Parking Authority.

Cost (Identify all sources and amounts)

Capital budget - \$73,663.32

Contract term (include all proposed renewals)


not applicable

Type of award

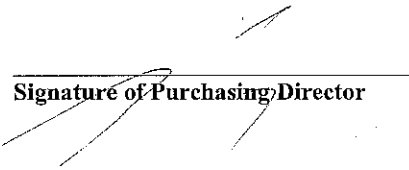
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date


Signature of Purchasing Director


Date



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0532910 FOR NEW JERSEY BUSINESS SYSTEMS,
INC. IS VALID.



BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 www.njbs.com

The City of Jersey City: MIS Department Wireless WAN Upgrade – Court House to Beacon

Scope of Work

At the request of the City of Jersey City MIS Department, NJBS & LTW have provided a proposal to install a new Ceragon IP-20C point-to-point wireless data communication (2+0) link to replace the existing wireless link connecting 394 Central Avenue to the Beacon facility. The link will be licensed for a data rate of 1 Gbps. This quote includes a one year Ceragon Advanced Replacement Warranty and a one year LTW support contract.

Part #	Description	Qty.	Price	Extended
FCC-Dual Carrier	FCC Licensing & Filing (per path)	1	\$ 5,800.00	\$ 5,800.00
IP-20C-F-18w-H-ESS	IP20 ODU 18 GHz Transmit H	1	\$ 8,437.50	\$ 8,437.50
IP-20C-F-18w-L-ESS	IP20 ODU 18 GHz Transmit L	1	\$ 8,437.50	\$ 8,437.50
PoE_Injector	POE Power Injector for IP-20C	2	\$ 394.00	\$ 788.00
AC-DC-5A	AC/DC Power Supply	2	\$ 263.00	\$ 526.00
IP-20C_OMT_kit_10-11G	Antenna OMT Kit	2	\$ 900.00	\$ 1,800.00
RFU-C11-OMT-INT-A	RFU-C Antenna OMT Kit	2	\$ 150.00	\$ 300.00
IP-20-SL-Capacity-500M	Capacity key - 500 MB per core	4	\$ 3,750.00	\$ 15,000.00
IP-20-SL-XPIC	XPIC Key	4	\$ 337.50	\$ 1,350.00
IP-20-SL-ACM	ACM Key per core	4	\$ 375.00	\$ 1,500.00
IP-20-SL-MC-ABC	Core Aggregation Key	4	\$ 225.00	\$ 900.00
IP-20-SL-Upfront-2nd-Core-Act.	Second Core Activation License	2	\$ 3,000.00	\$ 6,000.00
AR-24	Advanced Rep. Warr. 3.5% for 1st yr.	1	\$ 1,779.82	\$ 1,779.82
CONN-WP	Connector Weather Proofing Kit	2	\$ 66.00	\$ 132.00
Am-2-18-RW	2' Antenna GHz (Radio Waves)	1	\$ 547.50	\$ 547.50
Am-4-18-RW	4' Antenna GHz (Radio Waves)	1	\$ 1,725.00	\$ 1,725.00
LIGHTNING-ARRESTOR	Ceragon Lightning Arrestor	4	\$ 122.00	\$ 488.00
RFU-C-PoleMount	Pole Mount Brackets	2	\$ 405.00	\$ 810.00
1+0-Installation-Kit	1+0 Installation Kit	2	\$ 1,133.00	\$ 2,266.00
CT-INT-30CM	Cable Ties	2	\$ 92.00	\$ 184.00
SYS-DOC	Installation and Operations Manual	1	\$ 192.00	\$ 192.00
LINK-INSTALLATION	Wireless Installation Services	6	\$ 2,100.00	\$ 12,600.00
TECH-SUPPORT-OS-1D	Wireless Support Services	1	\$ 2,100.00	\$ 2,100.00
TOTAL				\$ 73,663.32

New Jersey Business Systems

Date: 9/11/15

This Price Quotation Valid for 30 Days

New Jersey State Contract:

T-0109 Radio Communications & Equipment

Contract #83899

56,722.32

State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0109 13-x -22183	RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	NEW JERSEY BUSINESS SYSTEMS	83899
TOP			

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	ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: NEW JERSEY BUSINESS SYSTEMS INC /CRANEL INC					
			Contract Number: 83899		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES,	1.000	EA	NET	N/A

	INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL] ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULES JEM: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES] ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 1 WEEKS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...] ITEM DESCRIPTION: SCHEDULE N: RADIO	1.000	EA	NET	N/A

	COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESORIES; W IRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO.1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POW ER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: NICE SYSTEMS Contract Number: 83921					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.732

Agenda No. 10.Z.11

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF EIGHT FORD 2016 AWD POLICE INTERCEPTOR VEHICLES FOR DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Safety, Division of Police is in need of eight (8) 2016 AWD Ford Police Interceptor vehicles; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey 08034 is in possession of State Contract No. A88728, submitted a proposal in the amount of \$196,920.00 for 2016 AWD Ford Police Interceptor vehicles; and

WHEREAS, funds are available for this contract in the Public Safety Capital Account and Public Works Operating Account;

Account	P.O. #	State Contract	Total Contract
04-215-55-959-990	118496	A88728	\$ 24,615.00
01-201-25-240-403	118497	A88728	<u>\$172,305.00</u>
		Total	\$196,920.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Winner Ford for eight (8) 2016 AWD Ford Police Interceptor vehicles for the Department of Public Safety, Division of Police.
2. The total contract amount is \$196,920.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15.732Agenda No. 10.2.11 OCT 14 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF EIGHT FORD 2016 AWD POLICE INTERCEPTOR VEHICLES FOR DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-959-990	118496	A88728	\$ 24,615.00
01-201-25-240-403	118497	A88728	<u>\$172,305.00</u>
		Total	\$196,920.00

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

September 28, 2015

Date

PF/pv
9/28/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Joanne Monahan

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF EIGHT FORD 2016 AWD POLICE INTERCEPTOR VEHICLES FOR DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE.

Project Manager

Department/Division	PUBLIC SAFETY	Police
Name/Title	Joseph A. Connors	Deputy Chief
Phone/email	201-547-5301	JConnors@NJJCPS.ORG

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ There exists a need for eight (8) 2016 Ford Interceptor Vehicles
- ❖ Each vehicle costs \$24,615.00 without emergency equipment and installation
- ❖ Vehicles will primarily be used for daily patrol citywide
- ❖ These vehicles will replaced eight (8) 2004 ford explorers
- ❖ Total cost is \$196,920.00

Cost (Identify all sources and amounts)

01-201-25-240-402 (Police Operating Account) for \$ 172,305.00

04-215-55-959-990 (Capital account) for \$24,615.00

Contract term (include all proposed renewals)

This is a onetime purchase

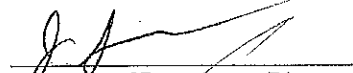
Type of award State Contract Award

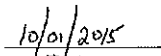
If "Other Exception", enter type

Additional Information

- ✦ State Contract Vendor
- ✦ Winner Ford , SC # A 88728

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date


Signature of Purchasing Director


Date



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0061445 FOR CHAS. S. WINNER, INC. IS VALID.

04-215-55-959-990
01-201-25-240-403



Michael Drahuschak
(856) 427-2792 Phone
(856) 428-4718 Fax
N.J. Contract # 88728

13

**2016 Police Interceptor Utility, All Wheel Drive
Base Vehicle**

\$23,069.00

- 3.7L V6 Engine
- 6 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Radio Noise Suppression
- Keyed Alike
- Courtesy Lamps Disable
- Rear Door Locks In op
- Rear Window Switch Disabled
- Red/Clear Dome 5"
- Skid Plate
- Drivers Side Spotlight LED
- Power Heated Mirrors
- EAI53 80 Amp Power Source
- Front Headlamp Housing
- Rear Tail Lamp Housing

Total \$24,615.00

State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award
Term Contract(s)****T-2776
POLICE VEHICLES: SEDANS, SPORT UTILITY
VEHICLES AND TRUCKS**

Vendor Information
By Vendor
By Item
RFP Documents
Email to SEPEDEH GHORBANI

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)**Download All Documents

- [Section 1 2016 Chevrolet Impala Limited 4dr Sedan Police 9C1 Adobe PDF \(154 kb\)](#)
- [Section 1 2016 Chevrolet Impala Limited 4dr Sedan Police 9C3 Adobe PDF \(263 kb\)](#)
- [Section 1 2015 Ford Sedan Police Interceptor FWD Marked Adobe PDF \(730 kb\)](#)
- [Section 1 2015 Ford Sedan Police Interceptor FWD Unmarked Adobe PDF \(611 kb\)](#)
- [Section 2 2015 Chevrolet Caprice 4dr Police Patrol Vehicle RWD Adobe PDF \(708 kb\)](#)
- [Section 2 2015 Dodge Charger Sedan Police RWD Adobe PDF \(147 kb\)](#)
- [Section 3 2016 Ford Utility Police Interceptor AWD Adobe PDF \(617 kb\)](#)
- [Section 3 2015 Chevrolet Tahoe PPV 2WD Adobe PDF \(180 kb\)](#)

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NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-2776
Contract #:	VARIOUS
Contract Period:	FROM: 03/16/15 TO: 03/15/16
Applicable To:	ALL STATE AGENCIES

	CELEBRITY CHRYSLER JEEP BEYER OF MORRISTOWN LLC 200 RIDGEDALE AVENUE MORRISTOWN, NJ 07960-4089
Contact Person:	BARBARA M BEYER
Contact Phone:	973-269-8300
Order Fax:	973-539-3831
Contract#:	88731
Expiration Date:	03/15/16
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	CHAS S W INNER INC DBA W INNER FORD 250 BERLIN ROAD CHERRY HILL, NJ 08034
Contact Person:	RICHARD COYLE
Contact Phone:	856-427-2796
Order Fax:	856-428-4718
Contract#:	88728
Expiration Date:	03/15/16
Terms:	NONE
Delivery:	180 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	HERTRICH FLEET SERVICES 1427 BAY ROAD MILFORD, DE 19963
Contact Person:	MICHAEL W RIGHT
Contact Phone:	800-698-9825
Order Fax:	302-839-0555
Contract#:	88729
Expiration Date:	03/15/16
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: BEYER FORD LLC			Contract Number: 88730		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007		1.000	EACH	N/A	\$28299.00000

	FRONT LICENSE PLATE BRACKET OPTION CODES.				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 071-80-084100 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND ...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2776)	1.000	EACH	10.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 071-05-087106 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND ...] ITEM DESCRIPTION: TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2' BODY, SPECIAL SERVICE (NON-POLICE-PURSUIT), 4WD, AS SPECIFIED IN THE RFP. (SECTION 6, T-2776) BRAND: 2015 RAM MODEL: 1500 SSV CREW CAB 4WD, MANUFACTURER'S BODY CODE: DS6T98 WITH 25D PACKAGE CODE AND NASC (EMISSIONS), EZH (5.7L V8 ENGINE), DGL (6-SPEED AUTOMATIC TRANSMISSION), RA1 (AM/FM STEREO) AND FRONT LICENSE PLATE BRACKET OPTION CODES.	1.000	EACH	N/A	\$21849.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 071-05-087107 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND ...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 6, T-2776)	1.000	EACH	10.00%	N/A
Vendor: CHAS S W INNER INC Contract Number: 88728					
DBA W INNER FORD					
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00001	COMM CODE: 071-05-084093 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND ...] ITEM DESCRIPTION: POLICE VEHICLE, SEDAN, FW D, 200" OVERALL LENGTH, AS SPECIFIED IN THE RFP. (SECTION 1, T-2776) BRAND: 2016 FORD SEDAN MODEL: POLICE INTERCEPTOR FW D, MANUFACTURER'S BODY CODE: P2LW TH 500A PACKAGE CODE AND 422 (EMISSIONS), 998 (3.5L V6 ENGINE), 44J (6- SPEED AUTOMATIC TRANSMISSION), 20P (NOISE SUPPRESSION BONDS), STDRD (AM/FM STEREO W TH CD PLAYER) AND 153 (FRONT LICENSE PLATE BRACKET) OPTION CODES. DEALER'S OPTIONS: 1. TWO 1" HOLES IN FIREW ALL 2. FILTER CHOKE 3. 12V ACCESSORY POWER SOURCE IMPORTANT NOTE: CONTRACT USERS CAN PURCHASE UNMARKED (501A) FORD POLICE INTERCEPTOR SEDAN USING CONTRACT LINES 15 AND 16.	1.000	EACH	N/A	\$21319.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 071-05-084094 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND ...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 1, T-2776)	1.000	EACH	15.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 071-80-084097 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND ...] ITEM DESCRIPTION: SPORT UTILITY VEHICLE, POLICE PURSUIT,	1.000	EACH	N/A	\$23069.00000

	<p>2WD/AWD, AS SPECIFIED IN THE RFP. (SECTION 3, T-2776)</p> <p>BRAND: 2016 FORD UTILITY MODEL: POLICE INTERCEPTOR AWD, MANUFACTURER'S BODY CODE: K8A WITH 500A PACKAGE CODE AND 423 (EMISSIONS), 99R (3.7L V6 FLEXIBLE FUEL ENGINE), 44C (6-SPEED AUTOMATIC TRANSMISSION), STDRD (AM/FM STEREO WITH CD PLAYER), 60R (NOISE SUPPRESSION BONDS) AND 153 (FRONT LICENSE PLATE BRACKET) OPTION CODES.</p> <p>DEALERS OPTIONS:</p> <p>1. TWO 1" HOLES IN FIREWALL 2. FILTER CHOKE 3. 12V ACCESSORY POWER SOURCE</p>				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	<p>COMM CODE: 071-80-084098 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND ...]</p> <p>ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 3, T-2776)</p>	1.000	EACH	16.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	<p>COMM CODE: 071-05-087104 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND ...]</p> <p>ITEM DESCRIPTION: SPORT UTILITY VEHICLE, SPECIAL SERVICE (NON-POLICE-PURSUIT), EXTENDED LENGTH, 4WD, AS SPECIFIED IN THE RFP. (SECTION 5, T-2776)</p> <p>BRAND: 2016 FORD MODEL: EXPEDITION EL XL SSV 4WD, MANUFACTURER'S BODY CODE: K1G WITH 102A PACKAGE CODE AND 425 (EMISSIONS), 99T (3.5L V6 ENGINE), 446 (6- SPEED AUTOMATIC TRANSMISSION), 875 (3RD ROW 60/40 VINYL BENCH SEAT),</p>	1.000	EACH	N/A	\$31432.00000

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.733

Agenda No. 10.2.12

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EMERGENCY ACCESSORIES AND INSTALLATIONS FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT TO EIGHT FORD 2016 AWD POLICE INTERCEPTOR VEHICLES FOR DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, emergency equipment and installation are needed for eight (8) Ford Interceptor Vehicles for the Department of Public Safety, Division of Police; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Emergency Accessories and Installations, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey 08034 is in possession of State Contracts A81336 (equipment) and A81344 (installation), submitted a proposal in the amount of \$74,816.00 for the purchase and installation of emergency equipment; and

WHEREAS, funds are available for this contract in the Public Safety Capital and Public Works Operating Accounts;

Account	P.O. #	State Contract	Total Contract
01-201-25-240-403	118516	A81336, A81344	\$ 64,464.00
04-215-55-959-990	118517	A81336, A81344	\$ 9,352.00
		Total	\$ 74,816.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Emergency Accessories and Installations for the purchase and installation of emergency equipment to eight (8) 2016 AWD Ford Police Interceptor vehicles for the Department of Public Safety, Division of Police.
2. The total contract amount is \$74,816.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.734

Agenda No. 10.Z.13

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL FOR THE PURCHASE OF SERVERS, ACCESSORIES AND SOFTWARE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE DIVISION)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the existing servers at the Police Communications Center have reached their life expectancy and need to be replaced to avoid mission-critical downtime or a breakdown. The servers are a significant part of Police Communications productive work force; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Dell, P.O. box 6514, Chicago, Illinois 60197 is in possession of State Contract No. A70256, submitted a proposal for the servers, accessories and software; and

WHEREAS, funds are available for this contract in **Public Safety Capital Fund**;

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	118420	A70256	\$55,620.01

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Dell, for servers accessories and software for the Department of Public Safety (Police Communications Center).
2. The total contract amount is \$55,620.01.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15.734Agenda No. 10.7.13 OCT 14 2015

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL FOR THE
PURCHASE OF SERVERS, ACCESSORIES AND SOFTWARE UNDER STATE
CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE DIVISION)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that
there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	118420	A70256	\$55,620.01

Approved by

Peter Folgado, Director of Purchasing
RPPO, QPA

September 25, 2015

Date

PF/pv
9/25/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EMERGENCY ACCESSORIES AND INSTALLATIONS FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT TO EIGHT FORD 2016 AWD POLICE INTERCEPTOR VEHICLES FOR DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

Project Manager

Department/Division	PUBLIC SAFETY	Police
Name/Title	Joseph A. Connors	Deputy Chief
Phone/email	201-547-5301	JConnors@NJJCPS.ORG

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ There exists a need for emergency accessories and installations for eight (8) 2016 Ford Interceptor Vehicles
- ❖ Each vehicle costs \$9,352.00 for the emergency equipment and installation
- ❖ Vehicles will primarily be used for daily patrol citywide
- ❖ These vehicles will replaced eight (8) 2004 ford explorers
- ❖ Total cost for accessories and installation is \$74,816.00

Cost (Identify all sources and amounts)

01-201-25-240-402 (Police Operating Account) for \$ 64,464.00

04-215-55-959-990 (Capital account) for \$9,352.00

Contract term (include all proposed renewals)

This is a onetime purchase

Type of award

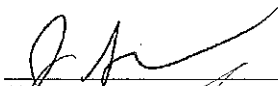
State Contract Award

If "Other Exception", enter type

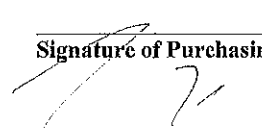
Additional Information

- ✚ State Contract Vendor
- ✚ Emergency Accessories and Installations , SC # A 81344

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/01/2015
Date


Signature of Purchasing Director

10/11/15
Date



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108831 FOR EMERGENCY ACCESSORIES &
INSTALLATION, INC. IS VALID.

EMERGENCY EQUIPMENT

Whelen Liberty All LED Light Bar RED/BLUE

2 LED Vertex Rear Taillight

Flash Rear Taillight

2 IONS Front Headlight

295SLSA6 Siren/Switchbos Control

Speaker and Bracket

Havis Vehicle Specific Console w/ arm rest, cup holder, mic clip

Front Prisoner Partition

Rear Cargo Barrier

Lift Gate Mounted LED's RED/BLUE

Recessed Liftgate Mounted IONS on Mercury Switch

Total Vehicle & Equipment \$9352.00

Total Utility & Equipment \$33,967.00

*Sep. req. for
equipment*

P1336

*East Coast emergency
lighting.*

\$9,352.00

X 8

\$74,816.-

*33,967.
9352.
-----*

State of New Jersey
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award
Term Contract(s)****T-0106****POLICE AND HOMELAND SECURITY EQUIPMENT
AND SUPPLIES - STATEWIDE**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to VICTORIA KLAUPTER

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)**Download All Documents

- [State Contract Manager Adobe PDF \(7 kb\)](#)
- [Price List Link](#)
- [Subcontractor List Excel Document \(90 kb\)](#)
- [Subcontractor List Adobe PDF \(126 kb\)](#)
- [Amendment #1 - Product Addition Adobe PDF \(76 k\)](#)
- [Amendment #2 - Product Addition Adobe PDF \(30 k\)](#)
- [Amendment #3 - Additional Distributors Adobe PDF \(28 kb\)](#)
- [Amendment #4 - Product Addition Adobe PDF \(14 k\)](#)
- [Amendment #5 - Product Addition Adobe PDF \(6 ml\)](#)
- [Amendment #6 - Product Addition Adobe PDF \(24 k\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF \(12 kb\)](#)
- [Amendment #8 - Product Addition Adobe PDF \(48 k\)](#)
- [Amendment #9 - Additional Distributors Adobe PDF \(15 kb\)](#)

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NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-0106
Contract #:	VARIOUS
Contract Period:	FROM: 05/01/12 TO: 04/30/16
Applicable To:	ALL STATE AGENCIES

Contract#:	81339
Expiration Date:	04/30/16
Terms:	NONE
Delivery:	14 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	WEST TRENTON HARDWARE LLP 16 WEST UPPER FERRY RD EWING, NJ 08628
Contact Person:	THOMAS NEMEC
Contact Phone:	609-882-0811
Order Fax:	609-882-7600
Contract#:	81353
Expiration Date:	04/30/16
Terms:	NONE
Delivery:	14 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	WHELEN ENGINEER ROUTE 145 WINTHROP ROAD CHESTER, CT 06412
Contact Person:	KEN WILSON
Contact Phone:	800-247-7725
Order Fax:	860-526-4078
Contract#:	81336
Expiration Date:	04/30/16
Terms:	NONE
Delivery:	45 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ZODIAC OF NORTH AMERICA INC 540 THOMPSON CREEK RD STEVENSVILLE, MD 21666
Contact Person:	VINCENT PALMERI
Contact Phone:	410-643-4141
Order Fax:	410-604-0161
Contract#:	81374
Expiration Date:	04/30/16
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

Dealer/Distributor Name & Address:	MUNICIPAL EQUIPMENT ENTERPRISES LLC 2703 FIRE ROAD EGG HARBOR TWP NJ 08234
Contact Person:	LEN POLISTINA
Contact Phone:	609-484-0555
Dealer/Distributor Name & Address:	VINELAND AUTO ELECTRIC INC 382 SOUTH DELSEA DRIVE VINELAND NJ 08360-5397
Contact Person:	ERNEST M BERTINO
Contact Phone:	856-691-5845
Contract#: 81336	Title: POLICE AND HOMELAND SECURITY EQUIPMENT
Dealer/Distributor Name & Address:	BEYER FORD LLC 31 W ILLIAMS PARKWAY EAST HANOVER NJ 07936
Contact Person:	BARBARA M. BEYER
Contact Phone:	973-319-7011
Dealer/Distributor Name & Address:	EAST COAST EMERGENCY LIGHTING 200 MECO DRIVE MILLSTONE TWP NJ 08535
Contact Person:	DAWN E BAZZURRO
Contact Phone:	732-940-2211
Dealer/Distributor Name & Address:	EMERGENCY ACCESSORIES & INSTALLATION INC 250 HADDONFIELD-BERLIN RD CHERRY HILL NJ 08034
Contact Person:	DONALD J SLIPP
Contact Phone:	856-427-2726
Dealer/Distributor Name & Address:	FIRST PRIORITY EMERGENCY VEHICLES INC 2444 RIDGEWAY BLVD MANCHESTER NJ 08759
Contact Person:	KEN W ILSON
Contact Phone:	800-247-7725
Contract#: 81338	Title: POLICE AND HOMELAND SECURITY EQUIPMENT
Dealer/Distributor Name & Address:	EAST COAST EMERGENCY LIGHTING 1945 4TH ST NORTH BRUNSWICK NJ 08902-4527
Contact Person:	
Contact Phone:	000-000-0000
Contract#: 81348	Title: POLICE AND HOMELAND SECURITY EQUIPMENT
Dealer/Distributor Name & Address:	ATLANTIC UNIFORM CO INC 468 WASHINGTON AVE BELLEVILLE NJ 07109
Contact Person:	GARY DEROGATIS
Contact Phone:	973-273-0786
Dealer/Distributor Name & Address:	LANIGAN ASSOCIATES INC 496 SHREWSBURY AVENUE TINTON FALLS NJ 07701
Contact Person:	PHILIP J LANIGAN
Contact Phone:	732-530-0447
Dealer/Distributor Name & Address:	SAMZIES UNIFORMS 28 SCOTCH ROAD WEST TRENTON NJ 08628
Contact Person:	PAUL H WARREN

P/L DATED : 1/1/12 - MSRP P/L # : 2012 PROD. GUIDE					
Vendor: WHELEN ENGINEER		Contract Number: 81336			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00106	COMM CODE: 680-97-021448 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM BRAND: WHELEN P/L DATED : 12/22/11 - LIST	1.000	EACH	46.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00107	COMM CODE: 680-97-021437 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM HOURLY LABOR RATE FOR INSTALLATION OF EQUIPMENT	1.000	EACH	N/A	\$75.00000
Vendor: ZODIAC OF NORTH AMERICA INC		Contract Number: 81374			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00223	COMM CODE: 257-72-082779 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: SERACH AND RESCUE BRAND: ZODIAC DELIVERY: 30 DAYS ARO P/L DATED : 12/22/11 - RETAIL	1.000	EACH	5.00%	N/A
Vendor: 511 INC 511 TACTICAL		Contract Number: 81360			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00176	COMM CODE: 257-40-082692 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND: 5.11 TACTICAL P/L DATED : 3/15/12 - RETAIL	1.000	EACH	25.00%	N/A

Downloadable RFP Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)

Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	EAST COAST EMERGENCY LIGHTING 200 MECO DRIVE MILLSTONE TWP, NJ 08535
Contact Person:	DAUN BAZZUM
Contact Phone:	732-940-2211
Order Fax:	732-940-3245
Contract#:	81338
Expiration Date:	04/30/16
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ELSAG NORTH AMERICA 7 SUTTON PLACE BREWSTER, NY 10509
Contact Person:	MARK W INDOVER
Contact Phone:	845-278-5425
Order Fax:	845-278-5428
Contract#:	81318
Expiration Date:	04/30/16
Terms:	NONE
Delivery:	2 WEEKS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	EMERGENCY ACCESSORIES & INSTALLATION INC 250 HADDONFIELD-BERLIN RD CHERRY HILL, NJ 08034
Contact Person:	RICHARD COYLE
Contact Phone:	856-427-2796
Order Fax:	856-428-4718
Contract#:	81344
Expiration Date:	04/30/16
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	

	HOURLY LABOR RATE FOR INSTALLATION OF EQUIPMENT				
Vendor: ELSAG NORTH AMERICA		Contract Number: 81318			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00248	COMM CODE: 257-40-082677 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: AREA SECURITY ENHANCEMENT EQUIPMENT BRAND: ELSAG NORTH AMERICA DELIVERY: 2 WEEKS ARO P/L DATED: 1/7/12 - LIST	1.000	EACH	35.00%	N/A
Vendor: EMERGENCY ACCESSORIES & INSTALLATION INC		Contract Number: 81344			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00107	COMM CODE: 680-97-021437 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM HOURLY LABOR RATE FOR INSTALLATION OF EQUIPMENT	1.000	EACH	N/A	\$79.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00239	COMM CODE: 680-97-021444 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM BRAND: HINT PERIPHERALS P/L DATED: 1/1/12 - LIST	1.000	EACH	20.50%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00240	COMM CODE: 680-97-021444 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM BRAND: L3 MOBILE P/L DATED: 1/11/11 - MASTER	1.000	EACH	8.45%	N/A
Vendor: BSI EQUIPMENT INC		Contract Number: 81377			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00211	COMM CODE: 257-72-082767 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION:	1.000	EACH	2.00%	N/A

EMERGENCY EQUIPMENT

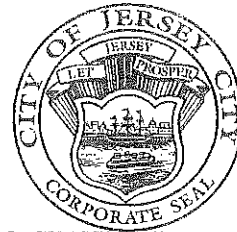
Whelen Liberty All LED Light Bar RED/BLUE
2 LED Vertex Rear Taillight
Flash Rear Taillight
2 IONS Front Headlight
295SLSA6 Siren/Switchbos Control
Speaker and Bracket
Havis Vehicle Specific Console w/ arm rest, cup holder, mic clip
Front Prisoner Partition
Rear Cargo Barrier
Lift Gate Mounted LED's RED/BLUE
Recessed Liftgate Mounted IONS on Mercury Switch

Total Vehicle & Equipment \$9352.00

Total Utility & Equipment \$33,967.00

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.735
Agenda No. 10.Z.14
Approved: OCT 14 2015
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STANDARD ELEVATOR CORP. FOR REPAIRS TO THE ELEVATOR AT FIRE HEADQUARTERS FUNDED BY THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) quotes were solicited for repairs to the elevator at Fire Headquarters; and

WHEREAS, three (3) proposals were obtained, with the responsive and responsible being that from Standard Elevator Corporation, P.O. Box 2204, 68 Clifton Avenue, Clifton, New Jersey 07015 in the total amount of Thirty Eight Thousand, Nine Hundred Thirty Five Dollars (\$38,935.00); and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$38,935.00 are available in the Capital Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
04-215-55-942-990	118421	\$38,935.00

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STANDARD ELEVATOR CORP. FOR REPAIRS TO THE ELEVATOR AT FIRE HEADQUARTERS FUNDED BY THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$38,935.00 for repairs to the elevator at Fire Headquarters is awarded to Standard Elevator Corporation and the Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$38,935.00 are available in the Capital Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
04-215-55-942-990	118421	\$38,935.00

Peter Fólgado, Director of Purchasing,
QPA, RPPO

September 25, 2015
Date

PF/pv
9/25/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

City Clerk File No. Res. 15.733Agenda No. 10.2.12 OCT 14 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EMERGENCY ACCESSORIES AND INSTALLATIONS FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT TO EIGHT FORD 2016 AWD POLICE INTERCEPTOR VEHICLES FOR DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Public Safety Capital and Public Works Operating Accounts;

Account	P.O. #	State Contract	Total Contract
01-201-25-240-403	118516	A81336, A81344	\$ 64,464.00
04-215-55-959-990	118517	A81336, A81344	\$ <u>9,352.00</u>
		Total	\$ 74,816.00

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

September 28, 2015
Date

PF/pv
9/28/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL FOR THE PURCHASE OF SERVERS, ACCESSORIES AND SOFTWARE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE DIVISION)

Initiator

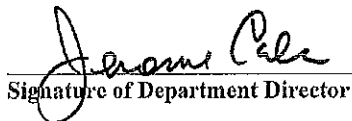
Department/Division	Public Safety	Communication & Technology
Name/Title	Robert Baker, Sr.	Acting Director
Phone/email	201-547-5449	rbakersr@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose


Replacement of two critical servers (Home Store & Home Share) for the Department of Public Safety. Existing servers are past their end of life. (Purchased in 2007)

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

9/28/15


Signature of Purchasing Director

Date

9/25/15



New Jersey Division of Revenue

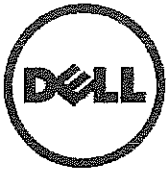
Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0095191 FOR DELL MARKETING LP IS VALID.

Reg# 0171539

**QUOTATION**

Quote #: 715121228
 Customer #: 69796111
 Contract #: WN88ABZ
 Customer Agreement #: 70256 WSCA/NASPO
 Quote Date: 09/11/2015
 Customer Name: CITY OF JERSEY CITY

Date: 9/11/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: JASON YEH PHONE: 1888 - 9773355
 Email Address: Bill_Altenburger@DELL.com Phone Ext: 68842

GROUP: 1 QUANTITY: 2 SYSTEM PRICE: \$14,621.93 GROUP TOTAL: \$29,243.86

Description	Quantity
PowerEdge R530 Server (210-ADLM)	2
PowerEdge R430/R530 Motherboard (329-BCBR)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
Dell Hardware Limited Warranty Plus On Site Service Extended Year (955-9041)	2
Dell Hardware Limited Warranty Plus On Site Service (997-1979)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (997-1992)	2
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 5 Year (997-2003)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, EXT to 2 Year (997-2004)	2
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	2
On-Site Installation Declined (900-9997)	2
Declined Remote Consulting Service (973-2426)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
SHIP, R530, NO, NO, DAO (340-AMMW)	2
No PCIe Riser (330-BBEB)	2
Intel Ethernet X540 DP 10GBASE-T Server Adapter, Low Profile (540-BBHZ)	2
On-Board LOM 1GBE (Dual Port for Towers, Quad Port for Racks) (542-BBCO)	2
PERC H830 RAID Adapter for External MD14XX only, 2GB NV Cache, Low Profile (405-AAEZ)	2
iDRAC Port Card (330-BBDX)	2
iDRAC8 Enterprise, Integrated Dell Remote Access Controller, Enterprise (385-BBHO)	2
3.5" Chassis with up to 8 Hard Drives (321-BBOO)	2
Bezel (350-BBEJ)	2
Performance BIOS Settings (384-BBBL)	2
No RAID for H330/H730/H730P (1-8 HDDs or SSDs) (780-BBOO)	2
PERC H730P Integrated RAID Controller, 2GB Cache (405-AAEH)	2

Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) Max	
Mem 1866MHz (338-BFFU)	2
Upgrade to Two Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s	
QPI,Turbo,HT,8C/16T (85W) (374-BBHD)	2
32GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABVW)	4
2133MT/s RDIMMs (370-ABUF)	2
Performance Optimized (370-AAIP)	2
600GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR,13G (400-AEEX)	6
No Systems Documentation, No OpenManage DVD Kit (631-AAACK)	2
No Internal Optical Drive (429-AAIQ)	2
No Internal Optical Drive (429-AAOJ)	2
ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)	2
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (450-AEHD)	2
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)	4
Windows Server 2012R2 Datacenter Edition,Factory Installed,No Media,2 Socket,Unlimited VMs (618-BBDQ)	2
Windows Server 2012R2 Datacenter, Media, FI Standard Ed Downgrade image, Eng (634-BBOY)	2
Up to 135W Heatsink for PowerEdge R530 (412-AAFF)	2
Up to 135W Heatsink for PowerEdge R530 (412-AAFF)	2
Fan for 2 CPUs (750-AAGH)	2

GROUP: 2 QUANTITY: 1 SYSTEM PRICE: \$25,656.19 GROUP TOTAL: \$25,656.19

Description	Quantity
PowerVault MD3420, 12G SAS, 2U-24 drive (210-ACCN)	1
SHIP,MD3420 (340-AIKX)	1
Controller, 12G SAS, 2U MD34xx, 4GB Cache (403-BBEX)	1
Controller, 12G SAS, 2U MD34xx, 4GB Cache (403-BBEX)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
Dell Hardware Limited Warranty Initial Year (954-4264)	1
Dell Hardware Limited Warranty Extended Year(s) (954-4265)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (954-4306)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (954-4310)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 5 Year (954-4324)	1
On-Site Installation Declined (900-9997)	1
US Order (332-1286)	1
On-Site Installation Declined (900-9997)	1
Declined Remote Consulting Service (973-2426)	1
Bezel Assembly, MD3420 (325-BBFX)	1
1.2TB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (400-AAIW)	24
ReadyRails II Static Rails for 4-post Racks (770-BBCL)	1
Power Supply Regulatory Label, 600W, AC (389-BDZU)	1
Power Supply, AC 600W, Redundant (450-AASQ)	1

Ref# 0171539

5-15P to C13, 10 amp, 6 feet wall plug Power Cord (450-ABLK)	1
5-15P to C13, 10 amp, 6 feet wall plug Power Cord (450-ABLK)	1
12Gb HD-Mini to HD-Mini SAS Cable, 2M (470-AATT)	1
12Gb HD-Mini to HD-Mini SAS Cable, 2M (470-AATT)	1
12Gb HD-Mini to HD-Mini SAS Cable, 2M (470-AATT)	1
12Gb HD-Mini to HD-Mini SAS Cable, 2M (470-AATT)	1
License Key, PowerVault MD3 512 per array Snapshots & Virtual Disk Copy (331-4986)	1

SOFTWARE & ACCESSORIES**GROUP TOTAL: \$719.96**

Product	Quantity	Unit Price	Total
12Gb HD-Mini to HD-Mini SAS Cable, 2M, Customer Kit (470-AATP)	4	\$67.49	\$269.96
2x SAS 12Gbps HBA External Controller, Full Height, CusKit (405-AAGT)	1	\$450.00	\$450.00

*Total Purchase Price:	\$55,620.01
Product Subtotal:	\$55,620.01
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CITY OF JERSEY CITY for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



WSCA-NASPO Contract Administration
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651.297.3996
TTY: MN Relay Service 1.800.627.3529
<http://www.mmd.admin.state.mn.us>

**WSCA-NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27160
AMENDMENT NUMBER 5**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27160, effective September 1, 2009, through March 31, 2015, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract is extended through September 30, 2015.

This Amendment is effective beginning on April 1, 2015, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until September 30, 2015, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P.

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Public Contracts Manager

Date: 3/4/2015

By: _____

Title: _____

Date: _____

**2. LEAD STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION**
In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 3/10/15

**3. LEAD STATE OF MINNESOTA
COMMISSIONER OF ADMINISTRATION**
Or delegated representative.

By: Original signed

Date: MAR 10 2015

By Lucas J. Jannett



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #17
M-0483
SOLICITATION #08-R-39975

Date: March 31, 2015

To: State Procurement Officials and Cooperative Purchasing Participants

From: Vicente Azarcon, Procurement Bureau

Subject: WSCA PC Contract M0483

Vendor	State Contract #
Apple Inc.	70259
Dell Marketing L.P.	70256
EMC Corporation	75580
Fujitsu America Inc.	75579
Hewlett Packard Company	70262
Howard Industries Inc.	70264
IBM Corporation	70265
Kyocera Document Solutions	74850
Lenovo United States Inc.	70263
Lexmark International Inc.	74922
Netapp Inc.	75585
Oracle America Inc.	70258
Panasonic Corporation of North America	75583
Toshiba America Information	75582
Xerox Corporation	74851

Contract Period: October 17, 2007 to August 31, 2014

1st Extended Period: October 9, 2014 to December 31, 2014

2nd Extended Period: January 5, 2015 to March 31, 2015

3rd Extended Period: April 1, 2015 to September 30, 2015

Please be advised that the above referenced contract has been extended. The contract expiration date is September 30, 2015.

The above referenced vendor has agreed to extend as per terms of the State's participating addendum. All other terms, conditions, and prices remain the same.

State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

NJ Home | Services A to Z | Departments/Agencies | FAQs

**Notice of Award
Term Contract(s)****M-0483
WSCA COMPUTER CONTRACT**

Vendor Information
Authorized Dealers
By Vendor
Email to VICENTE AZARCON

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)**Download All Documents

- [Notice of Award \(NOA\) Text Adobe PDF \(56 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(25 kb\)](#)
- [Price Lists Link](#)
- [Amendment #1 - Line Item Addition - \(Maintenance Adobe PDF \(41 kb\)](#)
- [Amendment #2 - Contract Change Adobe PDF \(41 kb\)](#)
- [Amendment #3 - Agency Information Change Adobe PDF \(9 kb\)](#)
- [Amendment #4 - Vendor Information Change Adobe PDF \(18 kb\)](#)
- [Amendment #5 - Line Item Addition Adobe PDF \(18 kb\)](#)
- [Amendment #6 - Contract Cancellation Adobe PDF \(kb\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number**NOAs By Title****Search NOAs**

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/17/07 TO: 09/30/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

	DELL MARKETING LP ACH ELECTRONIC PAYMENT ONE DELL WAY ROUND ROCK, TX 78682
Contact Person:	JILL HENDERSON
Contact Phone:	512-725-0542
Order Fax:	512-283-0542
Contract#:	70256
Expiration Date:	09/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	EMC CORPORATION 176 SOUTH STREET HOPKINTON, MA 01748-2208
Contact Person:	KRISTINE FRENCH
Contact Phone:	916-797-7044
Order Fax:	888-580-6069
Contract#:	75580
Expiration Date:	09/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	FUJITSU AMERICA INC 1250 E ARQUES AVE SUNNYVALE, CA 94085-4701
Contact Person:	BOB PETRIK
Contact Phone:	631-467-6583
Order Fax:	408-764-2720
Contract#:	75579
Expiration Date:	09/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	HEW LETT PACKARD COMPANY GOVERNMENT/EDUCATION SALES 442 SW AN BLVD DEERFIELD, IL 60015
Contact Person:	DEBRA LEE
Contact Phone:	847-537-0344

	FOR COMPUTERS AND PRINTERS				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SCANNERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND ...] ITEM DESCRIPTION: MULTI-FUNCTION MACHINES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 208-65-072706 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: POINT-OF-SALE HARDWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 209-66-072707 [COMPUTER SOFTWARE FOR MAINFRAMES AND ...] ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SERVICES AND TRAINING	1.000	EACH	NET	N/A
Vendor: DELL MARKETING LP Contract Number: 70256					
ACH ELECTRONIC PAYMENT					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOP COMPUTERS AND DESKTOP COMPUTER BUNDLES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS AND BUNDLES	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 204-76-072693 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PRINTERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PERIPHERALS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: DESKTOP COMPUTER SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 209-83-072696 [COMPUTER SOFTWARE FOR MAINFRAMES AND...] ITEM DESCRIPTION: SERVER SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS AND SERVER BUNDLES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE SOLUTIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH PATCH CABLES, MEMORY ETC.)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION:	1.000	EACH	NET	N/A

	SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SCANNERS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND...] ITEM DESCRIPTION: MULTI-FUNCTION MACHINES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 208-65-072706 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: POINT-OF-SALE HARDWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 209-66-072707 [COMPUTER SOFTWARE FOR MAINFRAMES AND...] ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SERVICES AND TRAINING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MAINTENANCE OF HARDWARE	1.000	EACH	NET	N/A
Vendor: EMC CORPORATION Contract Number: 75580					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: PERIPHERALS DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]	1.000	EACH	NET	N/A

WSCA/NASPO 2009-2014 Computer Contract

Method of Operation

Please be advised that the WSCA Computer Contract is NOT for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed \$300,000 each. Desktop per unit/configuration costs should not exceed \$100,000. Printers of all types and monitors per unit/configuration costs should not exceed \$50,000 each. Therefore, any single product that is over \$300,000 cannot be procured through this contract. Agencies may have orders totally over \$300,000 but one (1) product cannot be over \$300,000. This is NOT a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration.

****Ordering Standard Configuration equipment will ensure deepest discounts. ****

Each contractor awarded under the WSCA/NASPO contract has established a website for each participating state. Using Agencies must determine their needs and then go to the website or websites that can provide the products and services to meet those needs.

NOTE: "Services" are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. General consulting and all forms of application development and programming services are excluded.

The agency should then obtain a quote from the website.

Several Contractors have elected to use "authorized dealers" to service this contract. Products are ordered directly through the authorized dealer. The dealer is listed on the Vendor's Web Site along with the Product catalogs and the procedure for obtaining price quotes. The State Agency must overwrite the default vendor code on the MACS-E 'OFST' screen with the selected dealer's vendor code when creating the Purchase Order.

To complete a Purchase Order the following items are required:

- a. Product Information – Product part or SKU number (manufacturer's and contractor's number if both are available), detailed description, a photograph (if available), quantity desired, net unit cost, discount as awarded under the contract and the total price.
- b. Product availability, including back-order status, if applicable

- c. Total Cost for all items contained on the vendor's price quote

All price quotes must have a vendor code.

Using the vendor's price quote, the State Agency will create a purchase order by grouping the products on the vendor quote into the corresponding contract line numbers as specified on the Price List page (i.e. computers, servers, printers, etc). The State Agency will insert the total dollar amount on the line item for each product category it is purchasing. After creation of the purchase order, the State Using Agency must send the purchase order, a copy of vendor's price quote from the website and the vendor website URL (i.e. <http://www.state.nj.us/>) to OIT for approval. Once approved by OIT, the State agency will issue the PO to the contractor(s) for purchase.

Each agency will be required to create a login account with each vendor in order to process orders.

New or Discontinued Products

The process of adding new products or removing discontinued products is maintained by the State of Minnesota. Contractors must not send this information to the State of NJ. Further, Using Agency personnel are discouraged from calling the State of Minnesota; interaction with the State of Minnesota is coordinated by the State Purchase Bureau.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.735

Agenda No. 10.Z.14

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STANDARD ELEVATOR CORP. FOR REPAIRS TO THE ELEVATOR AT FIRE HEADQUARTERS FUNDED BY THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) quotes were solicited for repairs to the elevator at Fire Headquarters; and

WHEREAS, three (3) proposals were obtained, with the responsive and responsible being that from Standard Elevator Corporation, P.O. Box 2204, 68 Clifton Avenue, Clifton, New Jersey 07015 in the total amount of **Thirty Eight Thousand, Nine Hundred Thirty Five Dollars (\$38,935.00)**; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$38,935.00 are available in the **Capital Account**.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
04-215-55-942-990	118421	\$38,935.00

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STANDARD ELEVATOR CORP. FOR REPAIRS TO THE ELEVATOR AT FIRE HEADQUARTERS FUNDED BY THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$38,935.00 for repairs to the elevator at Fire Headquarters is awarded to Standard Elevator Corporation and the Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I _____, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$38,935.00 are available in the Capital Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
04-215-55-942-990	118421	\$38,935.00

Peter Fólgado, Director of Purchasing,
QPA, RPPO

September 25, 2015
Date

PF/pv
9/25/15

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10 14 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STANDARD ELEVATOR CORP. FOR REPAIRS TO THE ELEVATOR AT FIRE HEADQUARTERS FUNDED BY THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	megrathj@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ The purpose of this resolution is to provide elevator repairs at the Fire Headquarters
- ❖ Install controller for proper operation
- ❖ Repairs confirms to the original code of the elevator
- ❖ Cost of repair is \$38,935.00

Cost (Identify all sources and amounts)

04-215-55-942-990 (Capital Account)
Contract Amount = \$38,935.00

Contract term (include all proposed renewals)

This is a onetime repair.

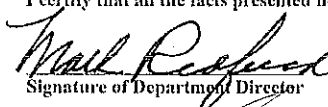
Type of award

If "Other Exception", enter type


Additional Information**Three quotes received:**

- ↓ Atlas Elevator for \$31,870.00 – major issues from previous jobs
- ↓ Standard Elevator for \$38,935.00
- ↓ Slade Elevator for \$53,857.50

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/25/15
Date


Signature of Purchasing Director

9/25/15
Date



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0097407 FOR STANDARD ELEVATOR
CORPORATION IS VALID.

CERTIFICATION OF MARK REDFIELD

I, Mark Redfield, of full age, hereby certifies as follows:

1. The Division of Buildings and Street was notified that the elevator at Fire Headquarters is not working and needs to be repaired.
2. There is a need for emergency work to install controller, selector and wiring for proper operation located at the Fire Headquarters at 465 Marin Boulevard.
3. The aforementioned situation endangered the health, welfare and safety of the building occupants.
4. Further examination by Director Redfield and Mr. John McGrath, Director of Buildings and Street, revealed that these repairs must be done immediately.
5. As Director of the Department of Public Works, I inspected the location and determined that it is very dangerous and must be fixed.
6. Standard Elevator submitted a proposal for \$38,935.00 to replace the controller. The company will furnish labor and materials for the above mentioned building.
7. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized Standard Elevator to provide the necessary repairs and replacement without further delay.
8. The total funds requested for this purpose is not to exceed \$38,935.00.
9. Because of the aforementioned emergency, time did not permit formal advertisement for the necessary repairs.
10. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

It is for these reasons that I am requesting an emergency be declared in order to formally authorize Standard Elevator to perform the necessary repairs and replacement without further delay.

Should you have any questions or require further details regarding this matter, please contact us at your earliest convenience

Dated: 9/22/15


Mark Redfield
Director of Department of Public Works

P.O. NO.	118421	STANDARD ELEVATOR				ATLAS ELEVATOR		SLADE ELEVATOR	
REQ. NO.	171633								
DEPT/DIV	BLDGS & ST MAINTENANCE								
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT			UNIT COST	EXT AMT
1	INSTALL CONTROLLER,	1	EA	\$ 38,935.00	\$ 38,935.00	\$ 31,870.00	\$ 31,870.00	\$ 53,857.50	\$ 53,857.50
2	ELEVATOR REPAIR @			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	465 MARIN BLVD			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4					\$ -				
5					\$ -				
6					\$ -				
7					\$ -				
8					\$ -				
9					\$ -				
10					\$ -				
		SUB-TOTAL			\$ 38,935.00		\$ 31,870.00		\$ 53,857.50
	DELIVERY/SHIPPING/HANDLING				\$ -		\$ -		\$ -
		TOTAL			\$ 38,935.00		\$ 31,870.00		\$ 53,857.50

NOTES:



City Of Jersey City Div Of Public Works
575 Route 440
Jersey City, NJ 07305
ATTN: John McGrath

DATE: SEPTEMBER 21, 2015
PROPOSAL #: 026180

REGARDING: 465 Marin Blvd - ELEVATOR 1 - Hydraulic

I hereby authorize for Slade Elevator Mechanic(s) and / or Helper(s) to make repairs to the elevator(s) at the above referenced location. Slade Elevator Involving rates are as follows:

HOURLY RATES	Mechanic	Team
Monday - Friday 8am-4:30pm	\$180.00	\$300.00

Description of Work:

- Slade will furnish and install one new generic elevator controller for the elevator at 465 Marin Blvd.
- Since the elevator was Inoperable at the time of the survey, this proposal does not include the repair or replacement of any other components, parts or leaks that may fail when the elevator is placed back in operation.
- This proposal does not guarantee that the elevator will pass the inspection and acceptance test by the Jersey City Buildings Department.
- Should additional work be required to make the elevator operate safely, an additional proposal will be submitted.

Total Estimate: \$53,857.50.00 - Labor: \$35,400.00, Materials: \$18,457.50

Please list below the proper billing name and address and fax this authorization to: (908) 654-5380. Should you require additional information, do not hesitate to call our office.

RESPECTFULLY SUBMITTED,

BY ROBERT ALVIGGI
ROBERT ALVIGGI
SALES CONSULTANT

Accepted and Signed in Duplicate	
Company Name:	<u>Approved for Slade Elevator</u>
Authorized Representative:	Company Officer:
Title:	Title:
Signature:	Signature:
Date:	Date:

Contact Name and Phone/Email for scheduling a date: _____



"Raising the Standard in the Elevator Industry."

Proposal

Atlas Elevator Inc.
529 Rt 9 North
Barnegat, NJ, 08005
Office: 609-848-4137
Fax: 609-242-5075
Toll free: 855-628-5271
Email: Atlaselevatorinc@comcast.net

City of Jersey City
394 Central Ave
2nd Floor
Jersey City, NJ

Re: Fire Headquarters located at 465 Marin Blvd

Atlas Elevator Inc. proposes to furnish labor and materials at the above-mentioned building, in a substantial and good workmanship manner, in accordance with the following specifications:

1) Install controller, selector and wiring for proper operation.

Atlas Elevator Inc. will prepare and file all paperwork required for the correction(s) and is not responsible for furnishings, fines, permits and other fees.

**Labor: 2 weeks (80 hours) team rate of \$245.00/hr: \$19,600.00
Controller, selector, wiring: \$10,700.00+10%MU: \$11,770.00
Estimated permit cost: \$500.00**

Total price: \$31,870.00

Accepted by: _____ DATE _____
SIGNATURE



"Raising the Standard in the Elevator Industry."

Proposal

Atlas Elevator Inc.
529 Rt 9 North
Barnegat, NJ, 08005
Office: 609-848-4137
Fax: 609-242-5075
Toll free: 855-628-5271
Email: Atlaselevatorinc@comcast.net

City of Jersey City
394 Central Ave
2nd Floor
Jersey City, NJ

Re: Fire Headquarters located at 465 Marin Blvd

Atlas Elevator Inc. proposes to furnish labor and materials at the above-mentioned building, in a substantial and good workmanship manner, in accordance with the following specifications:

- 1) Install controller, selector and wiring for proper operation.

Atlas Elevator Inc. will prepare and file all paperwork required for the correction(s) and is not responsible for furnishings, fines, permits and other fees.

Labor: 2 weeks (80 hours) team rate of \$245.00/hr: \$19,600.00
Controller, selector, wiring: \$10,700.00+10%MU: \$11,770.00
Estimated permit cost: \$500.00

Total price: \$31,870.00

Accepted by: _____ DATE _____
SIGNATURE

Modernization
Installation

Maintenance
Conversion



68 Union Avenue • P.O. Box 2204 • Clifton, NJ 07015 • Phone: 973-340-8448 • Fax: 973-340-8458

Serving the Metropolitan Area Since 1979

Member of National Association of Elevator Contractors

PROPOSAL NO: 150601

DATE 9/14/2015

Proposal submitted to: CUST # Z1484-3
CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA, 2ND FLOOR
JERSEY CITY NJ, 07306
Attn: John McGrath

RE:
465 MARIN BLVD (FIRE DEPT)
JERSEY CITY, NJ 07306

Telephone: (201) 547-5900

Fax: (201) 547-6586

Cellular: (201) 547-4405 Danny

We hereby submit specifications and estimates for: Modernization

Quantities and description of all work and materials are contained on the following pages(s) and no work is included that is not specified in this proposal.

PRICE: THIRTY-EIGHT THOUSAND NINE HUNDRED THIRTY-FIVE AND XX / 100 DOLLARS

\$ 38,935.00

Labor and parts are included in the price unless otherwise stated. If proposal meets with your approval, please sign, initial each page, and return to this office with deposit, if required. We will sign and send a copy back to you for your files. Thank you.

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

***Payment to be made as follows:**

50% Upon Acceptance	\$19,467.50
50% Upon Completion	\$19,467.50

PROPOSAL ACCEPTANCE

Authorized

Signature _____

William Lambro

STANDARD ELEVATOR CORP.

Authorized

Signature _____

* Payments shall be made as outlined above. If payments are not made, as required, within five working days from receipt of invoice, Standard Elevator Corporation may elect to discontinue work until such time the outstanding payment is received. Standard Elevator Corporation shall not be liable for any consequential damage that may result out of our decision to discontinue work as a result of lack of payment.

Modernization
Installation



Maintenance
Conversion

68 Union Avenue • P.O. Box 2204 • Clifton, NJ 07015 • Phone: 973-340-8448 • Fax: 973-340-8458

Serving the Metropolitan Area Since 1979

Member of National Association of Elevator Contractors

PROPOSAL NO: 150601

DATE 9/14/2015

Proposal submitted to: CUST # Z1484-3

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA, 2ND FLOOR

JERSEY CITY NJ, 07306

Attn: John McGrath

RE:

465 MARIN BLVD (FIRE DEPT)

JERSEY CITY, NJ 07306

Telephone: (201) 547-5900

Fax: (201) 547-6586

Cellular: (201) 547-4405 Danny

We hereby submit specifications and estimates for: Modernization

Quantities and description of all work and materials are contained on the following pages(s) and no work is included that is not specified in this proposal.

PRICE: THIRTY-EIGHT THOUSAND NINE HUNDRED THIRTY-FIVE AND XX / 100 DOLLARS

\$ 38,935.00

Labor and parts are included in the price unless otherwise stated. If proposal meets with your approval, please sign, initial each page, and return to this office with deposit, if required. We will sign and send a copy back to you for your files. Thank you.

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

***Payment to be made as follows:**

50% Upon Acceptance \$19,467.50

50% Upon Completion \$19,467.50

PROPOSAL ACCEPTANCE

Authorized

Signature _____

William Lambro

STANDARD ELEVATOR CORP.

Authorized

Signature _____

* Payments shall be made as outlined above. If payments are not made, as required, within five working days from receipt of invoice, Standard Elevator Corporation may elect to discontinue work until such time the outstanding payment is received. Standard Elevator Corporation shall not be liable for any consequential damage that may result out of our decision to discontinue work as a result of lack of payment.

GENERAL CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary Insurance. Our workers are fully covered by Workman's Compensation Insurance.

STANDARD ELEVATOR CORP. (hereinafter referred to as the Company) shall extend to the Owner the warranties of the manufacturers of major items of the equipment as stated herein. This guarantee is expressly in lieu of all other guarantees or warranties expressed or implied. This guarantee shall not be binding upon the Company unless all payments called for by the terms of this contract have been made and continue to be paid on the dates specified.

All of the goods, machinery, implements, and apparatus to be installed by the Company shall be and remain its property until the Owner pays for same in cash the total sum hereinbefore provided whereupon, and not until then, the absolute legal title to all of said property shall vest in the Owner.

Unless herein otherwise specified, all work is to be done during the regular working hours of the company.

Any loss of damage to work, tools, or material delivered to or installed on the premises caused by fire, theft, or any cause beyond the control of the Company shall be borne by the Owner who likewise agrees to indemnify and save harmless the Company against any claims arising by reason of any accident, injury or damage to any person or persons whomsoever (except employees of the Company) or to his or their property while riding upon or being in or about said elevators or equipment, due to omission, commission, or any other cause.

Payment shall be net cash, no discount. If it is found necessary to work at other than regular working hours, the overtime shall be paid for at the prevailing rates of the Company. Likewise should any additional work be found necessary or desirable, an additional charge is to be made for the same.

In the event of payment default by the Owner and this contract being referred to an attorney for collection, the Owner promises to pay to the Company a sum equal to all costs and expenses thereof, and including an attorney's fee for necessary court process of twenty percent (20%) of the amount due and owing at the time of such reference.

It is expressly understood and agreed that this contract constitutes the entire agreement between the parties hereto and that no waiver or modification hereof shall be valid unless written upon or attached hereto, signed by an officer of the Company.

Price herein quoted is based on specifications, drawings, and information as supplied by the owner or authorized representative. Price subject to change upon final engineering.

CONSEQUENTIAL DAMAGES:

Under no circumstances shall the Company be liable for any special, indirect, or consequential damages of any kind, including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing costs or loss of any equipment or property, whether arising under contract or in tort.

WORKING HOURS:

Unless otherwise stated, all work to be done during normal working hours 8:00 A.M to 4:30 P.M - Monday to Friday.



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THIS COMPANY PLANS TO:

Remove old superseded elevator controller

Furnish and install the following:

PUMP UNIT:

Retain and reuse

CONTROLLER: (SIMPLEX) NEW

The microcomputer based controller with on board diagnostics, which require no additional test equipment to maintain or trouble shoot; permanent display of all calls, car position and direction along with key modes of operation and condition codes; and built in protection timers that can save your hydraulics, pump and door motors from damage and unnecessary wear. Simplicity combined with ease of installation and "at a-glance" service indicators; help to ensure your systems reliability while keeping maintenance costs to a minimum. Provision is made for car traveling lantern with handicap gong, independent service, and low oil control. Phase I & II fire service per code requirements, Phase reverse relay. Automatic self-leveling feature.

Included: Solid State Motor Starter

2007 Code complaint

WIRING:

Furnish and install all necessary electrical wiring, conforming to commonly accepted safety standards, in tubing, conduit, armored cable, fittings, flexible cables, etc., and properly connect any of the aforementioned installations and equipment.

MAGNETIC TAPE LANDING SYSTEM

This car top mounted system provides for deceleration, stopping, leveling and access zoning.

MAIN CAR STATION: (#4 brushed stainless steel face plate)

The main car station shall contain a series of push buttons to correspond to the landing served. It shall also contain a red emergency stop switch which shall be arranged to ring the bell, interrupt the h and install the follow and apply the brake independently of the operating buttons. Activation of this switch shall not cancel registered car or corridor calls, and after the switch is released, the car shall continue to answer its registered calls. Also included shall be a key operated car light switch, an alarm button connected to a bell, and a Fire Service key and light with buzzer. The main car station shall be flush mounted. The station shall include an emergency light fixture. The car station floor buttons furnished shall become individually illuminated as a button for the desired floor is pressed. These lights shall be extinguished as the call is answered.

A digital display position indicator shall be provided in the car operating panel.

Panel shall comply to ANSI 17.1 2007

INCLUDED OPTIONS:

1. Digital Position Indicator
2. ADA complaint emergency communication device.

POSITION INDICATORS: (#4 brushed stainless steel face plate)

A digital display indicator shall be provided in the car operating panel and at the first floor.

CAR RIDING LANTERN: (#4 brushed stainless steel face plate)

Provide a car directional lantern in the elevator cab entrance jamb area.

New lantern shall be designed for handicapped. A multi-stroke gong shall be incorporated in accordance with code.



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CORRIDOR PUSH BUTTON STATIONS: (Flush mounted) (#4 brushed stainless steel face plate)
Provide new single button stations at each terminal landing and double button stations at all typical floor landings.
Incorporate fire emergency signals in main lobby access stations with required engraving and key switch.
Incorporate digital read out Position Indicators on all floors and necessary access switches.

The hall and cab panels are user friendly to the handicapped and feature Braille/tactile indications in the car. Industry standard pushbuttons have been rigorously tested and proven to be among the finest available. Cover plates are #4 stainless steel.

Car traveling lantern with up door operator handicap gong is furnished as standard on all models.

DOOR OPERATION & DOOR EQUIPMENT:

We will furnish and install on top of the elevator car, a new MCE SmarTraq power door operator motor to provide the automatic door operation.

All other door equipment will be reuse and interfaced with the new door operator.

EXISTING EQUIPMENT:

Unless otherwise stated all other equipment (Door equipment, fixtures, power unit, etc.) not mentioned in this proposal shall be retained and reused in their present form. If required, any change or modification required to this equipment shall be an extra charge above and beyond the price herein mentioned.

OWNERS RESPONSIBILITY:

Owner will provide, if required, addition, changes and/or modifications to shaftway and motor room areas, electrical services, smoke/heat detection systems and telephone services that may require as a result of the aforementioned work and/or service as herein described.

FILING, ETC:

All work specified herein will be performed in accordance with applicable laws statutory codes, including the filing of plans, notices and applications, and the obtaining of permits and certificates as may be required therein.

REMOVAL OF OLD EQUIPMENT:

We shall completely remove all superseded elevator equipment and rubbish occasioned by this work. Superseded equipment to become property of STANDARD ELEVATOR CORP.

TERMS AND CONDITIONS

Upon notice from Standard Elevator Corp. that the installation of the elevator equipment has been completed, the Purchaser will arrange to have a person duly authorized to make the final inspection and to sign a written acceptance. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

We retain title to all equipment supplied by us under this contract and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of the contract, including deferred payments and the extensions thereof, shall have been made. In the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective in the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us executing any financing or continuation statements which may be appropriate for us to file in public offices in order to protect our security interest



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in such equipment.

We warrant the equipment installed by us under this contract against defects in materials and workmanship for a period of one year for the date each elevator is completed and placed in operation. In the event of a claim, you must give us prompt notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others; nor shall we be responsible for equipment to which revisions, additions or alterations have been made by others. This warranty is in lieu of any other liability for defects.

This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examinations, lubrication and adjustments due to normal use, beyond that included in the contract; nor will we correct, without charge breakage, maladjustments or the trouble arising from abuse or misuse of the equipment, improper or unbalanced power supply characteristics, improper or inadequate maintenance, trouble due to Acts of God or any other causes beyond our control, which included some other than Standard Elevator Corp. maintaining the equipment. We shall in no event be liable neither for damages or delays nor for any consequential, special or contingent damages for breach of warranty.

GENERAL CONDITIONS:

Payments shall be made as outlined on page 1 of this agreement. If payment is not made, as required, within five working days from receipt of invoice, Standard Elevator Corporation may elect to discontinue work until such time the outstanding payment is received. Standard Elevator Corporation shall not be liable for any consequential damage that may result out of our decision to discontinue work as a result lack of payment.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

STANDARD ELEVATOR CORP. (hereinafter referred to as the Company), shall extend to the Owner the warranties of the manufacturers of major items of the equipment as stated herein. This guarantee is expressly in lieu of all other guarantees or warranties expressed or implied. This guarantee shall not be binding upon the Company unless all payments called for by the terms of this contract have been made and continue to be paid on the dates specified.

All of the goods, machinery, implements and apparatus to be installed by the Company shall be and remain its property until the Owner pays for same in cash the total sum hereinbefore provided whereupon, and not until then, the absolute legal title to all of said property shall vest in the Owner.

Unless herein otherwise specified, all work is to be done during the regular working hours of the Company.

Any loss or damage to work, tools or material delivered to or installed on the premises caused by fire, theft, or any cause beyond the control of the Company shall be borne by the Owner who likewise agrees to indemnify and save harmless the Company against any claims arising by reason of any accident, injury or damage to any person or persons whomsoever (except employees of the Company) or to his or their property while riding upon or being in or about said elevators or equipment, due to omission, commission or any other cause.

Payment shall be net cash, no discount. If it is found necessary to work at other than regular working hours, the overtime shall be paid for at the prevailing rates of the Company. Likewise should any additional work be found necessary or desirable, an additional charge is to be made for the same.

In the event of payment default by the Owner and this contract being referred to an attorney for collection, the Owner promises to pay to the Company a sum equal to all costs and expenses thereof, and including an attorney's fee for



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necessary court process of twenty percent (20%) of the amount due and owing at the time of such reference.

It is expressly understood and agreed that this contract constitutes the entire agreement between the parties hereto and that no waiver or modification hereof shall be valid unless written upon or attached hereto, signed by an officer of the Company.

Price herein quoted is based on specifications, drawings and information as supplied by the owner or authorized representative. Price subject to change upon final engineering.

CONSEQUENTIAL DAMAGES:

Under no circumstances shall the Company be liable for any special, indirect or consequential damages of any kind, including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing costs or loss of any equipment or property, whether arising under contract or in tort.

DELIVERY & STORAGE:

A dry and protected area, conveniently located to the elevator hoistway, will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payment due for the equipment and designate some local point where you will accept delivery. Unless you designate such point of delivery within two (2) weeks, we are authorized to warehouse the equipment within or without our factory at your own risk. You shall reimburse us for all cost due to extra handling and warehousing.

WORKING HOURS:

Unless otherwise stated, all work to be done during normal working hours 8:00am to 4:30pm - Monday to Friday

Initials _____ Date _____

PROPOSAL NO: 150601
465 MARIN BLVD (FIRE DEPT)
JERSEY CITY, NJ 07306

P.O. NO.	118421	STANDARD ELEVATOR				ATLAS ELEVATOR		SLADE ELEVATOR	
REQ. NO.	171633								
DEPT/DIV	BLDGS & ST MAINTENANCE								
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT			UNIT COST	EXT AMT
1	INSTALL CONTROLLER,	1	EA	\$ 38,935.00	\$ 38,935.00	\$ 31,870.00	\$ 31,870.00	\$ 53,857.50	\$ 53,857.50
2	ELEVATOR REPAIR @			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	465 MARIN BLVD			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4					\$ -				
5					\$ -				
6					\$ -				
7					\$ -				
8					\$ -				
9					\$ -				
10					\$ -				
	SUB-TOTAL				\$ 38,935.00		\$ 31,870.00		\$ 53,857.50
	DELIVERY/SHIPPING/HANDLING				\$ -		\$ -		\$ -
	TOTAL				\$ 38,935.00		\$ 31,870.00		\$ 53,857.50

NOTES: although atlas elevator was lowest to quote, they can not deliver the parts in a timely manner; thus, causing more delays.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ROBERT A. ROMANO
Acting State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #4 T-2776

SOLICITATION #23642
September 18, 2015

TO: All Using Agencies and
Cooperative Purchasing Participants

FROM: Sepi Ghorbani, Procurement Specialist, Commodities Fleet Unit

SUBJECT: Police Vehicles: Sedans, Sport Utility Vehicles and Trucks – Roll-Over to
2016 Model Year – Section 1 Ford Sedan Police Interceptor FWD Marked
and Umarked Only

CONTRACT PERIOD: March 16, 2015 to March 15, 2016

Please be advised that the following vehicle has been rolled over to 2016 model year:

<u>Section</u>	<u>Contract Number</u>	<u>Contractor</u>	<u>Contracted Vehicle</u>
1	A88728	Chas. S. Winner Inc. D/B/A Winner Ford	2016 Ford Sedan Police Interceptor FWD Marked and Umarked

The contract price line description already reflects this information. All original pricing, terms, conditions and specifications remain unchanged.

Important Note: Please refer to the Master Notification – Vehicle Manufacturer's Cut-Off Dates (<http://www.state.nj.us/treasury/purchase/mnmaster.pdf>) for the most recent vehicle manufacturer's cut-off date information.

Please attach this amendment to your current Notice of Award.

**MASTER NOTIFICATION
2015/2016 VEHICLE MANUFACTURER'S CUT-OFF DATES**

9/17/2015

Section	Price Line	Description	Make/Model	Cut-off Date	Contract	Contractor
17700 - VEHICLES, CARGO VANS, MINIVANS/CLASS 1/2/3, REGULAR/EXTENDED						
1	1-2	CARGO VAN, MINIVAN/SMALL VAN	2016 FORD TRANSIT CONNECT XL	Not Published Yet	A83173	CHAS S WINNER INC. D/B/A WINNER FORD
2	3-4	CARGO VAN, FULL-SIZE, CLASS 1, RWD	2016 FORD TRANSIT 150 RWD LOW ROOF	Not Published Yet	A88211	DFFLM
2	3-4	CARGO VAN, FULL-SIZE, CLASS 1, FWD	2016 RAM PROMASTER 1500 FWD LOW ROOF	Not Published Yet	A88212	CELEBRITY CDJR
3	5-6	CARGO VAN, FULL-SIZE, CLASS 2	2016 CHEVROLET EXPRESS 2500 CARGO	Not Published Yet	A88213	MALL CHEVROLET INC.
4	7-8	CARGO VAN, FULL-SIZE, EXTENDED, CLASS 2	2016 CHEVROLET EXPRESS 2500 EXTENDED	Not Published Yet	A88213	MALL CHEVROLET INC.
5	9-10	CARGO VAN, FULL-SIZE, CLASS 3	2016 CHEVROLET EXPRESS 3500 RWD	Not Published Yet	A88213	MALL CHEVROLET INC.
6	11-12	CARGO VAN, FULL-SIZE, EXTENDED, CLASS 3	2016 CHEVROLET EXPRESS 3500 RWD EXTENDED	Not Published Yet	A88213	MALL CHEVROLET INC.
7	13-14	CARGO VAN, FULL-SIZE, EXTENDED, CLASS 3, HIGH ROOF	2016 FORD TRANSIT 350 EXTENDED LENGTH HIGH ROOF RWD	Not Published Yet	A88211	DFFLM
12250 - STAKE TRUCK, 15,000 LB. GVWR, 12 FT. BODY WITH SIGN STORAGE COMPARTMENTS & ACCESSORIES						
1	1-4	STAKE TRUCK, 15,000 LB. GVWR, 12 FT. BODY WITH SIGN STORAGE COMPARTMENTS & ACCESSORIES	2015/2016 FORD F-450	Not Published Yet	A83025	ROUTE 23 AUTOMALL
17730 - PASSENGER VEHICLES INCLUDING HYBRID, AUTOMOBILES, VANS AND SUVS						
	6	AUTOMOBILE, HYBRID, SEDAN/HATCHBACK, FRONT WHEEL DRIVE, MID-SIZE	2016 FORD FUSION SE HYBRID	Not Published Yet NOTE: Contract Expires on 9/22/16	A76758	HERTRICH FLEET SERVICES
17116 - POLICE VEHICLES, SEDANS AND SPORT UTILITY VEHICLES						
1	1-2	POLICE VEHICLE, SEDAN, FWD, 200" OVERALL LENGTH	2016 CHEVROLET IMPALA LIMITED POLICE 9C16C3	Not Published Yet	A88728	HERTRICH FLEET SERVICES
1	1-2	POLICE VEHICLE, SEDAN, FWD, 200" OVERALL LENGTH	2015 FORD SEDAN POLICE INTERCEPTOR FWD MARKED	9/4/2015	A88728	CHAS S WINNER INC. D/B/A WINNER FORD
2	3-4	POLICE VEHICLE, SEDAN, RWD, 200" OVERALL LENGTH	2016 CHEVROLET CAPRICE POLICE PATROL VEHICLE (PPV)	Not Published Yet	A88728	HERTRICH FLEET SERVICES
3	5-6	SPORT UTILITY VEHICLE (SUV), POLICE PURSUIT, 2WD/AWD	2016 FORD UTILITY POLICE INTERCEPTOR AWD	Not Published Yet	A88728	CHAS S WINNER INC. D/B/A WINNER FORD
3	5-6	SPORT UTILITY VEHICLE (SUV), POLICE PURSUIT, 2WD/AWD	2015 CHEVROLET TAHOE PPV 2WD	4/2/2015	A88728	HERTRICH FLEET SERVICES
4	7-8	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2015 DODGE DURANGO SSV AWD	8/14/2015	A88731	CELEBRITY CDJR
4	7-8	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2016 FORD EXPEDITION XL SSV 4WD	Not Published Yet	A88730	BEYER FORD LLC
4	7-8	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2016 CHEVROLET TAHOE SSV 4WD	4/2/2015	A88729	HERTRICH FLEET SERVICES
5	9-10	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), EXTENDED LENGTH, 4WD	2016 FORD EXPEDITION EL XL SSV 4WD	Not Published Yet	A88728	CHAS S WINNER INC. D/B/A WINNER FORD
6	11-12	TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2" BODY SSV, 4WD	2015 RAM 1500 CREW CAB SSV 4WD	5/29/2014	A88731	CELEBRITY CDJR
6	11-12	TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2" BODY SSV, 4WD	2016 CHEVROLET SILVERADO 1500 SSV 4WD	7/23/2015	A88728	HERTRICH FLEET SERVICES
6	11-12	TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2" BODY SSV, 4WD	2016 FORD F-150 XL SSV SUPERCREW CAB SSV 4WD	Not Published Yet	A88728	CHAS S WINNER INC. D/B/A WINNER FORD
2	13-14	POLICE VEHICLE, SEDAN, RWD, 200" OVERALL LENGTH	2016 DODGE CHARGER POLICE RWD	Not Published Yet	A88728	HERTRICH FLEET SERVICES
1	15-16	POLICE VEHICLE, SEDAN, RWD, 200" OVERALL LENGTH	2016 FORD SEDAN POLICE INTERCEPTOR FWD UNMARKED	9/4/2015	A88728	CHAS S WINNER INC. D/B/A WINNER FORD
7	7-8	SPORT UTILITY VEHICLE (SUV), POLICE VEHICLE, 4WD (POLICE PATROL VEHICLE)	2016 CHEVROLET TAHOE POLICE PATROL VEHICLE 4WD 8C1	Not Published Yet	A88938	DAY CHEVROLET INC.
8	9-10	SPORT UTILITY VEHICLE (SUV), NON-POLICE PURSUIT, EXTENDED LENGTH, 4WD	2016 CHEVROLET SUBURBAN COMMERCIAL FLEET, 4WD	Not Published Yet	A88939	HERTRICH FLEET SERVICES
17187 - DUMP TRUCK, 39,000 LB. GVWR C&C, 57 CU. YD., 10' ALUMINUM BODY & ACCESS.						
1-11		DUMP TRUCK, 39,000 LB. GVWR C&C, 57 CU. YD., 10' ALUMINUM BODY & ACCESS.	2016 INTERNATIONAL 7400 4x2	Not Published Yet	A79123	BUCKS COUNTY BTL INC
17810 - WRECKER, 10,000 LB. GVWR EXT. C&C WITH 8T RECOVERY BOOM & 4,000 LB. WHEEL LIFT						
1-4		WRECKER, 10,000 LB. GVWR EXT. C&C WITH 8T RECOVERY BOOM & 4,000 LB. WHEEL LIFT	2015 FORD F-550	12/8/2014	A82304	DFFLM LLC
17847 - TRUCK, 54,760 LB. GVWR C&C WITH 22 FT. REFRIGERATED BODY & POWER RAIL LIFTGATE						
1		TRUCK, 54,760 LB. GVWR C&C WITH 22 FT. REFRIGERATED BODY & POWER RAIL LIFTGATE	2013 MACK GU533	Not Published Yet	A83006	BROWNS HUNTERDON MACK
12972 - UTILITY TRUCK, 15,500 LB. GVWR CAB & CHASSIS WITH 11 FT. BODY AND ACCESSORIES						
1-5		UTILITY TRUCK, 15,500 LB. GVWR CAB & CHASSIS WITH 11 FT. BODY AND ACCESSORIES	2015 FORD F-450 4WD	Not Published Yet	A88683	BRIAN HOSKINS FORD

NOTE: CUT-OFF DATES ARE SUBJECT TO CHANGE WITHOUT NOTICE. CUSTOMERS ARE ADVISED TO PLACE ORDERS AS SOON AS POSSIBLE BUT NO LATER THAN ONE WEEK PRIOR TO CUT-OFF DATE.

FOR EPA MPG INFORMATION PLEASE VISIT: <http://www.fueleconomy.gov/feg/findacar.htm>

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Standard Elevator Corporation (name of business entity) has not made any reportable contributions in the **one-year period preceding 10/14/15 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Standard Elevator Corp. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

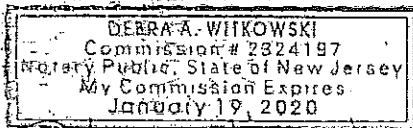
Name of Business Entity: Standard Elevator Corporation

Signed: [Signature] Title: Pres.

Print Name: William Lambro Date: 9-21-15

Subscribed and sworn before me
this 21st day of Sept., 2015.

My Commission expires:



[Signature]

William Lambro
(Affiant)
President
(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
William Lambro	11 Dren Rd, Sussex NJ 07461
Edward Ferrara	22 Van Ethel Dr, Matawan NJ 07747

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Standard Elevator Corporation

Signed: William Lambro Title: PRES

Print Name: WILLIAM LAMBRO Date: 8-21-15

Subscribed and sworn before me this 21st day of September, 2015

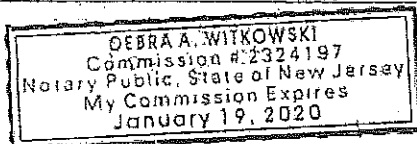
My Commission expires:

Debra A. Witkowski

William Lambro

(Affiant)
President

(Print name & title of affiant) (Corporate Seal)



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Standard Elevator Corporation		
Address:	68 Union Avenue		
City:	Clifton	State:	NJ
		Zip:	07011

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name _____

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

WILLIAM LAMBRO

Representative's Signature:

[Handwritten Signature]

Name of Company:

STANDARD ELIMINATOR Corp

Tel. No.:

973-340-8448

Date:

9-21-15

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: William Lambro Pres
Representative's Signature: [Signature]
Name of Company: STANAGE ELEVATOR CORP
Tel. No.: 973 340-8448 Date: 9-21-15

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Standard Elevator Corporation
Address: 68 Union Avenue, Clifton, NJ 07011
Telephone No.: 973-340-8448
Contact Name: William Lambro

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	STANDARD ELEVATOR CORPORATION
Trade Name:	
Address:	68 UNION AVENUE CLIFTON, NJ 07011
Certificate Number:	0097407
Effective Date:	October 04, 1979
Date of Issuance:	January 02, 2014

For Office Use Only:
20140102134336162

09/19/01

STANDARD ELEVATOR CORPORATION
31 WEST FIRST ST
CLIFTON NJ 07015

Taxpayer Identification# 222-271-862/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino-service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (800) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: STANDARD ELEVATOR CORPORATION	TRADE NAME:	
TAXPAYER IDENTIFICATION#	CONTRACTOR CERTIFICATION# 0097407	
ADDRESS: 31 WEST FIRST ST 209 Bloomfield Ave CLIFTON NJ 07015	ISSUANCE DATE: 09/19/01	
EFFECTIVE DATE: 10/04/79	<i>Patricia A. Chiacchio</i> Director, Division of Revenue	
FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

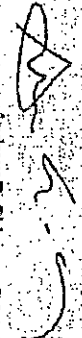
Certification 15938

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JAN 2015 to 15 JAN 2022



STANDARD ELEVATOR CORPORATION
68 UNION AVE.
CLIFTON

NJ 07011-2203


Andrew P. Sidamon-Eiscoff
State Treasurer

Certificate Number
36603

Registration Date: 05/26/2014
Expiration Date: 05/25/2016



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Standard Elevator Corporation
2014

Responsible Representative(s):

William Lambro, President
Edward Ferrara, Vice-President

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED
under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **STANDARD ELEVATOR CORP** as a Category 2 & 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.



Andrew Pantelides

Andrew Pantelides
Assistant Director

Issued: March 4, 2013
Certification Number: 62469-20

Expiration: March 3, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JM Associates / Burnham + Company A Division of HUB Northeast One Bridge Plaza North, Suite 445 Fort Lee NJ 07024		CONTACT NAME PHONE FAX E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Hartford Underwriters Ins. Co. 30104	
INSURED Standard Elevator Corp. Post Office Box 2204 68 Union Avenue Clifton, NJ 07015		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		1302NOJ6475	07/01/2015	07/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOD AGG MAX. ANNUAL AGG. COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RM : FOR BIDDING PURPOSES

CERTIFICATE HOLDER FOR BIDDING PURPOSES FOR BIDDING PURPOSES	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Maria E. Torrejon
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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Doc#0307565

Certificate #: 278



NEW JERSEY MANUFACTURERS INSURANCE COMPANY

301 Sullivan Way, West Trenton, NJ 08628
609-883-1300 / www.NJM.com

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

INSURED STANDARD ELEVATOR CORPORATION
PO BOX 2204
CLIFTON NJ 07015

PROJECT Operations in the State of New Jersey
POLICY NO. W22270-3-15 **EFFECTIVE** 01/01/2015 **EXPIRING** 01/01/2016

This policy insures the obligations imposed upon the insured by the provisions of the Workers Compensation Law of New Jersey. The limits of liability for Part Two - Employers Liability - under this policy are as follows:
Bodily Injury by Accident 1,000,000 each accident, and for Bodily Injury by Disease 1,000,000 policy limit,
1,000,000 each employee.

NOTE: Waiver of subrogation and/or inclusion of interests not owned in the majority by the insured are not permitted under this policy by New Jersey Workers Compensation Statute.

The issuance of this Certificate imposes no liability on the Company beyond that provided by the terms, conditions and exclusions of such policy as are described above by policy number, effective and expiration dates.



NEW JERSEY MANUFACTURERS INSURANCE COMPANY

301 Sullivan Way
West Trenton, New Jersey 08628-3496
(609) 883-1300

CERTIFICATE OF COMMERCIAL AUTOMOBILE INSURANCE

We certify that we have issued an automobile insurance policy, as described below:

Insured:
STANDARD ELEVATOR CORP
68 UNION AVE
CLIFTON NJ 07015

Policy No. C 103978-3

Effective 11/08/2014

Expiring 11/08/2015

TYPE OF COVERAGE	LIMIT
Covered Autos Liability	\$1,000,000 Combined Single Limit (CSL) Each Accident
Comprehensive	
Specified Causes of Loss	
Fire & Theft	
Collision	

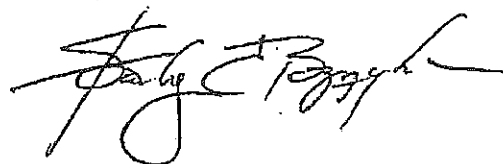
This certificate is issued for the information of:

Project:

STANDARD ELEVATOR CORP
PO BOX 2204
CLIFTON NJ 07015

JOBSITE:ALL JOB LOCATIONS-
ALL OPERATIONS

- ♦ Fleet of Autos including hired and non-owned autos.
- ♦ This certificate imposes no liability on us beyond that stated in the provisions of the policy described above. If we cancel the policy, at least 10 days notice will be mailed to STANDARD ELEVATOR CORP at the above address.



Agent

Dated at West Trenton, N.J.

A-58 (04/13)
C0044A

10/16/2014

C094 6215

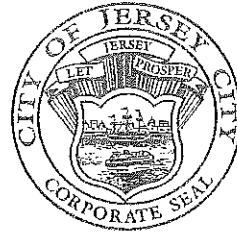
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.736

Agenda No. 10.Z.15

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NATIONAL TERMINAL INC. FOR THE PURCHASE AND DELIVERY OF DIESEL FUEL UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City "City" needs to maintain a diesel fuel supply for all City-owned motor vehicles; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, National Terminal Inc., 175 Orange Street, New Jersey 07103 is in possession of State Contract No. A82768, submitted a proposal in the amount of \$1,200,000.00 for diesel fuel; and

WHEREAS, funds in the amount of \$200,000.00 are available in the calendar year 2015 budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-31-434-208; and

WHEREAS, these funds are available for this expenditure in the account shown below:

Department of Administration/Administrative Services

Acct No.	P.O #	State Contract	Encumbrance
01-201-31-434-208	118578	A82768	\$200,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to National Terminal Inc. for diesel fuel for a total contract amount of \$1,200,000.00.
2. The contract shall be effective as of October 15, 2015 through October 14, 2016.
3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
4. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year budget.

(Continued to page 2)

City Clerk File No. Res. 15.736Agenda No. 10.7.15 OCT 14 2015

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NATIONAL TERMINAL INC. FOR THE PURCHASE AND DELIVERY OF DIESEL FUEL UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

5. Upon certification by an official or employee of the City authorized to receive the goods pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Department of Administration/Administrative Services

Acct No.	P.O #	State Contract	Encumbrance
01-201-31-434-208	118578	A82768	\$200,000.00

Approved by: _____
 Peter Folgado, Director of Purchasing,
 RPPO, QPA

October 5, 2015

Date

PF/pv
 10/01/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rafael R. Lavarro, Jr.
 Rafael R. Lavarro, Jr., President of Council

Robert Byrne
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NATIONAL TERMINAL INC. FOR THE PURCHASE AND DELIVERY OF DIESEL FUEL UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

Project Manager

Department/Division	Administration	Administrative Services
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4422	ortizh@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ The purpose of this resolution is to provide and supply diesel to all city owned vehicles
- ❖ Diesel tanks at three locations: Municipal Complex, OEM and Fire Headquarters
- ❖ Total contract amount is \$1,200,000.00
- ❖ State Contract vendor who is authorized to deliver in Hudson County

Cost (Identify all sources and amounts)

01-201-31-434-208 (Unclassified Account)
Contract Amount = \$1,200,000.00
Temp. Encumbrancy = \$200,000.00

Contract term (include all proposed renewals)

One year contract
October 15th, 2015 to October 14th, 2016

Type of award State Contract

If "Other Exception", enter type

Additional Information

State Contract # 82768

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/7/15
Date

Signature of Purchasing Director

Date



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
118578

REQUISITION # 0171612
BUYER STATECONT

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 10/02/2015
VENDOR NO: NA391010SB

VENDOR INFORMATION

NATIONAL TERMINAL INC.
175 ORANGE STREET
NEWARK NJ 07103

DELIVER TO
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

BILL TO
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SC	DIESEL FUEL FOR THE ENTIRE CITY'S FLEET CONTRACT DURATION: 10/14/15 TO 10/13/16 TOTAL CONTRACT AMOUNT: \$1,200,000.00 TEMPORARY ENCUMBRANCE: \$200,000.00 T-1845: ULTRA LOW SULFUR DIESEL & BIODIESEL FUEL - HUDSON COUNTY REGION LINES 00043 - 46, COMM CODE: 406-09-084586 SC A82768 PARTIAL PAYMENT VOUCHERS SC RESO _____, APPROVED _____	01-201-31-434-208	200,000.0000	200,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 200,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Requisition #

0171612

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
NATIONAL TERMINAL INC.
175 ORANGE STREET
NEWARK NJ 07103

Dept. Bill To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY

Dept. Ship To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
Danny Bajnauth
015474405.

NA391010SB

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	DIESEL FUEL	0120131434208080	200,000.00	200,000.00

FOR THE ENTIRE CITY'S FLEET

CONTRACT DURATION: 10/14/15 TO 10/13/16

TOTAL CONTRACT AMOUNT: \$1,200,000.00
TEMPORARY ENCUMBRANCE: \$200,000.00

T-1845: ULTRA LOW SULFUR DIESEL & BIODIESEL
FUEL - HUDSON COUNTY REGION

LINES 00043 - 46, COMM CODE: 405-09-084586

SC A82768

PARTIAL PAYMENT VOUCHERS

SC RESO_____, APPROVED_____

Requisition Total 200,000.00

Req. Date: 09/17/2015

Requested By: STEVE

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

National Terminal Inc.

175 Orange Street

Newark, NJ 07103

Phone: (973) 621-8866

Fax: (973) 621-2135

Delivery Information:

Location Name:

JC RESERVOIR FIREHOUSE / OEM

Address

715 Summit Ave. City & State: Jersey City, NJ Zip Code 07307

Contact Person:

HECTOR ORTIZ

Telephone:

201-547-4420

Grade of Fuel:

Plus

Tank Size:

4,000

Special Instructions (if applicable):

Tank Registration No. (UST No.):

(please include copy of registration certificate)

Billing Information:

Federal Tax ID #

22-6002013

Billing Name:

CITY OF JERSEY CITY / ADMINISTRATIVE SERVICES

Address

13-15 LINDEN AVE City & State: JIC NJ Zip Code 07305

Contact Person:

STEVE MILLER OR
DANNY BAITMAUTH

Telephone:

201-206-9531
201-547-4405

Purchase Order No. or other special instructions (if applicable):

National Terminal Inc.

175 Orange Street

Newark, NJ 07103

Phone: (973) 621-8866

Fax: (973) 621-2135

Delivery Information:

Location Name:

JC FIREHOUSE / FIRE HEADQUARTERS

Address

465 MARINE BLVD City & State J/C, NJ Zip Code 07302

Contact Person:

HECTOR ORTIZ

Telephone

201-547-4420

Grade of Fuel:

PLUS

Tank Size:

4,000

Special Instructions (if applicable):

Tank Registration No. (UST No.):

(please include copy of registration certificate)

Billing Information:

Federal Tax ID #

22-6002013

Billing Name:

CITY of JERSEY CITY / ADMINISTRATIVE SERVICES

Address

13-15 LINDEN AVE

City & State

J/C, NJ

Zip Code

07302

Contact Person:

STEVE MILLER

201-206-9531

Telephone:

201-547-4405

Purchase Order No. or other special instructions (if applicable):

National Terminal Inc.

175 Orange Street

Newark, NJ 07103

Phone: (973) 621-8866

Fax: (973) 621-2135

Delivery Information:

Location Name:

JC MUNICIPAL SERVICE COMPLEX

Address

13-15 LINDEN AVE

City & State

J/C NJ

Zip Code

07305

Contact Person:

HECTOR ORTIZ

Telephone:

201-547-4420

Grade of Fuel:

PLUS

Tank Size:

12,000

Special Instructions (if applicable):

Tank Registration No. (UST No.):

(please include copy of registration certificate)

Billing Information:

Federal Tax ID #

22-6002013

Billing Name:

CITY OF JERSEY CITY / ADMINISTRATIVE SERVICES

Address

13-15 LINDEN AVE

City & State

J/C NJ

Zip Code

07305

Contact Person:

STEVE MILLER

Telephone:

201-206-9531

DANNY BAITNATH

201-547-4405

Purchase Order No. or other special instructions (if applicable):

Patricia Vega

From: Silendra Baijnauth
Sent: Thursday, October 01, 2015 1:03 PM
To: Bryan.A@NationalFuelOil.com
Cc: Hector Ortiz; Mark Redfield; Peter Folgado; Patricia Vega; Zakia Gregory; Eileen McCabe
Subject: Diesel Fuel Contract
Importance: High

Hi Bryan,

Please see below for the list of locations and addresses for diesel fuel delivery.

- 1. JC Reservoir Firehouse / OEM**
715 Summit Avenue
Jersey City, NJ 07307
- 2. JC Municipal Service Complex**
13-15 Linden Avenue East
Jersey City, NJ 07305
- 3. Memorial Firehouse / Fire Headquarters**
465 Marin Boulevard
Jersey City, NJ 07302

The City's Purchasing Department is currently drafting the resolution to award the contract to National Fuel to be on the October 14th Council Meeting. This means you will be delivering anytime from October 15th, 2015.

Should you have any questions/concerns regarding the various diesel tanks, please do not hesitate to call or email Mr. Hector Ortiz.

Thanks and have a great day.

Silendra Baijnauth
Fiscal Officer
City of Jersey City / Department of Public Works
13-15 Linden Avenue East, 2nd Floor, Room A230.
Jersey City, NJ 07305

Baijnauths@jcnj.org

201-547-4405 (Work)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NATIONAL TERMINAL, INC.

Trade Name:

Address: 175 ORANGE STREET
NEWARK, NJ 07105

Certificate Number: 0069296

Effective Date: February 08, 1980

Date of Issuance: October 02, 2015

For Office Use Only:

20151002112904742

To: Silendra Baijnauth

Cc: Peter Folgado

Subject: FW: Diesel

Danny, Peter:

Below is the response from the state about diesel.

From: Holt, Doreica [<mailto:Doreica.Holt@treas.nj.gov>]

Sent: Tuesday, September 22, 2015 12:27 PM

To: Patricia Vega; rachlesoil@aol.com

Cc: Kemery, Jacqueline

Subject: RE: Diesel

Yes, ULSD for Hudson County was awarded to National Terminal, Inc., contract number A82768. Rachles Michele's were awarded Somerset and Sussex counties for ULSD, contract number A82769.

From: Patricia Vega [<mailto:VegaP@icnj.org>]

Sent: Monday, September 21, 2015 4:03 PM

To: rachlesoil@aol.com<<mailto:rachlesoil@aol.com>>; Holt, Doreica

Subject: Diesel

Good afternoon Rachles, Ms. Holt:

In verifying the state contract validity for diesel, the contract for Hudson County is assigned to National Terminal Inc (82768).

Rachles has been awarded Somerset and Sussex Counties under contract 82769 and not Hudson County?

Please advise,

Thank you!

From: Patricia Vega

Sent: Monday, September 21, 2015 2:53 PM

NOTICE OF AWARD (NOA)

Ultra Low Sulfur Diesel (ULSD) and Biodiesel T- 1845 RFP 13-X-22463 METHOD OF OPERATION

December 3, 2012

This solicitation was designed to establish contracts to provide Ultra Low sulfur Diesel and Biodiesel Fuel to be delivered to various locations to meet the needs of Statewide Using Agencies. This contract is also extended to Procurement Bureau's Cooperative Purchasing Program Participants. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first-aid squads, independent institutions of higher learning, County colleges and State colleges.

Awards are based on the lowest cost responsive bid as the most advantageous to the State, price and other factors considered, for each county/region.

AWARDS MADE - ULSD

Awards for this contract for ULSD are by County. The Contractor is required to service any location for ULSD within the county/counties awarded.

Term contracts for T-1845 --- ULSD are awarded to the following firms:

County	Firm (Intended Awardee)	Contract Number
Atlantic	Majestic Oil Co. Inc.	82767
Bergen	National Terminal, Inc.	82768
Burlington	Majestic Oil Co. Inc.	82767
Camden	Majestic Oil Co. Inc.	82767
Cape May	Pedroni Fuel Company	82764
Cumberland	Major Petroleum Industries	82766
Essex	National Terminal, Inc.	82768
Gloucester	Majestic Oil Co. Inc.	82767
Hudson	National Terminal, Inc.	82768
Hunterdon	Taylor Oil Company	82765
Mercer	Majestic Oil Co. Inc.	82767
Middlesex	National Terminal, Inc.	82768
Monmouth	Allied Oil LLC	82770
Morris	National Terminal, Inc.	82768
Ocean	Riggins Inc.	82763
Passaic	National Terminal, Inc.	82768
Salem	Riggins Inc.	82763
Somerset	Rachles Michele's	82769
Sussex	Rachles Michele's	82769
Union	National Terminal, Inc.	82768
Warren	Taylor Oil Company	82765

State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

NJ Home | Services A to Z | Departments/Agencies | FAQs

**Notice of Award
Term Contract(s)****T-1845
ULTRA LOW SULFUR DIESEL
AND BIODIESEL FUEL**

Vendor Information
By Vendor
RFP Documents
Email to DOREKA HOLT

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)**Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (64 kb)
- Method of Operation Adobe PDF (64 kb)
- Amendment #1 - Price Adjustment Adobe PDF (36 kb)
- Amendment #2 - Price Adjustment Adobe PDF (19 kb)
- Amendment #3 - Price Adjustment Adobe PDF (121 kb)
- Amendment #4 - Contract Extension #1 to 10/31/201
Adobe PDF (19 kb)
- Amendment #5 - Price Adjustment Adobe PDF (18 kb)
- Amendment #6 - Contract Extension #2 to 10/31/201
Adobe PDF (19 kb)
- Amendment #7 - Vendor Information Change Adobe
PDF (89 kb)
- Amendment #8 - Contract Extension #3 to 10/31/201
Adobe PDF (140 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-1845
Contract #:	VARIOUS
Contract Period:	FROM: 11/01/12 TO: 10/31/16
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
P. O. Box 230
Trenton, New Jersey 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #8
T-1845
SOLICITATION #22463
CONTRACT #'s: VARIOUS

TO:	All Using Agencies, Cooperative Purchasing Participants, and Contractor
FROM:	Commodities Unit
DATE	June 23, 2015
SUBJECT:	EXTENSION OF CONTRACTS: A82763 , Riggins Inc., 3938 South Main Road, Vineland, NJ, 08360, A82764 , Pedroni Fuel Company, 385 Wheat Road, Vineland, NJ, 08360, A82765 , Taylor Oil Co. Inc., 77 Second Street, Somerville, NJ 08876, A82766 , Major Petroleum Industries, PO Box 377, Rosenhayn, NJ, 08352, A82767 , Majestic Petroleum Industries, 2104 Fairfax Avenue, Cherry Hill, NJ, 08803, A82768 , National Terminal Inc., 175 Orange Street, Newark, NJ, 07103, A82769 , Rachles Michele's Oil Co. Inc., 116 Kuller Road, Clifton, NJ, 07011, and A82770 , Allied Oil LLC, 25 Old Champlain Road, Hillsborough, NJ, 08844
REVISED CONTRACT PERIOD:	November 1, 2015 to October 31, 2016

Please note that term contract T1845 for Ultra Sulfur Diesel and Bio-diesel has been extended for one year. This contract is available for viewing under Notice of Award T1845 on the Purchase Bureaus' website at http://www.state.nj.us/treasury/purchase/noa/contracts/t1845_13-x-22463.shtml . All term, conditions and pricing shall remain the same.

The base term of the contract period began November 1, 2012 to October 31, 2013. The first extension began November 1, 2013 to October 31, 2014. The second extension began November 1, 2014 to October 31, 2015. This is the third extension beginning November 1, 2015 and ending October 31, 2016.

This extension is in accordance with contract section 5.2 "Contract Term and Extension Option".

	SULFUR FUEL TO BE ADDED TO POSTED PRICE CUMBERLAND COUNTY UP TO 1000 DELIVERED GALLONS DELIVERY: 2 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE CUMBERLAND COUNTY 1001 TO 2500 DELIVERED GALLONS DELIVERY: 2 DAYS ARO	1.000	GAL	N/A	\$.07000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE CUMBERLAND COUNTY 2501 TO 5000 DELIVERED GALLONS DELIVERY: 2 DAYS ARO	1.000	GAL	N/A	\$.06000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE CUMBERLAND COUNTY OVER 5000 DELIVERED GALLONS DELIVERY: 2 DAYS ARO	1.000	GAL	N/A	\$.04000
Vendor: NATIONAL TERMINAL INC Contract Number: 82768					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 405-09-084187 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: ULTRA LOW SULFUR DIESEL (ULSD) OIL PRICE DAILY	1.000	GAL	NET	N/A

	ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE ESSEX COUNTY OVER 5000 DELIVERED GALLONS				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00043	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE HUDSON COUNTY UP TO 1000 DELIVERED GALLONS	1.000	GAL	N/A	\$.19200
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00044	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE HUDSON COUNTY 1001 TO 2500 DELIVERED GALLONS	1.000	GAL	N/A	\$.19200
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00045	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE HUDSON COUNTY 2501 TO 5000 DELIVERED GALLONS	1.000	GAL	N/A	\$.19200
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE HUDSON COUNTY	1.000	GAL	NET	N/A

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.737

Agenda No. 10. Z.16

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR THE PURCHASE AND DELIVERY OF GASOLINE UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City "City" needs to maintain a gasoline supply for all City-owned motor vehicles; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Rachles/Michele's Oil Company, 116 Kuller Road, Clifton, New Jersey 07011 is in possession of State Contract No. A80913, submitted a proposal in the amount of \$1,600,000.00 for gasoline; and

WHEREAS, funds in the amount of \$200,000.00 are available in the calendar year 2015 N.J.S.A. 40A:4-1 et seq., in account No. 01-201-31-434-208; and

WHEREAS, these funds are available for this expenditure in the account shown below:

Department of Administration/Administrative Services

Acct No.	P.O #	State Contract	Encumbrance
01-201-31-434-208	118557	A80913	\$200,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Rachles/Michele's Oil Company for gasoline for a total contract amount of \$1,600,000.00.
2. The contract shall be effective as of October 15, 2015 through October 14, 2016.
3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
4. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year budget.

(Continued to page 2)

City Clerk File No. Res. 15.737Agenda No. 10.7.16 OCT 14 2015

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR THE PURCHASE AND DELIVERY OF GASOLINE UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

5. Upon certification by an official or employee of the City authorized to receive the goods pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Department of Administration/Administrative Services

Acct No.	P.O #	State Contract	Encumbrance
01-201-31-434-208	118557	A80913	\$200,000.00

Approved by: Peter Folgado, Director of Purchasing, RPPO, QPA

October 5, 2015

Date

PF/pv
10/01/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR THE PURCHASE AND DELIVERY OF GASOLINE UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

Project Manager

Department/Division	Administration	Administrative Services
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4422	ortizh@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ The purpose of this resolution is to provide and supply gasoline to all city owned vehicles
- ❖ Gasoline tanks at three locations: Municipal Complex, OEM and Fire Headquarters
- ❖ Total contract amount is \$1,600,000.00
- ❖ State Contract vendor who is authorized to deliver in Hudson County

Cost (Identify all sources and amounts)

01-201-31-434-208 (Unclassified Account)
Contract Amount = \$1,600,000.00
Temp. Encumbrance = \$200,000.00

Contract term (include all proposed renewals)

One year contract
October 15th, 2015 to October 14th, 2016


Type of award

If "Other Exception", enter type

Additional Information

State Contract # 80913

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Signature of Purchasing Director

Date



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
118557

REQUISITION # 0171611
BUYER STATECONT

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 10/01/2015
VENDOR NO: RA452807WO

VENDOR INFORMATION

RACHLES/MICHELE'S OIL CO
116 KULLER ROAD
CLIFTON NJ 07011

DELIVER TO
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

BILL TO
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SC	GASOLINE FOR THE ENTIRE CITY'S FLEET CONTRACT DURATION: 10/14/15 TO 10/13/16 TOTAL CONTRACT AMOUNT: \$1,600,000.00 TEMPORARY ENCUMBRANCE: \$200,000.00 T-0083: GASOLINE, AUTOMOTIVE LINE 000081, COMM CODE: 405-15-031777 HUDSON COUNTY REGION SC A80913 SC RESO _____, APPROVED _____ PARTIAL PAYMENT VOUCHERS	01-201-31-434-208	200,000.0000	200,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 200,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Requisition #

0171611

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
RACHLES/MICHELE'S OIL CO
116 KULLER ROAD
CLIFTON NJ 07011

RA452807WO

Dept. Bill To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY

Dept. Ship To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
Danny Bajnauth
015474405.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	GAS ENCUMBRANCE	0120131434208	200,000.00	200,000.00
		GASOLINE FOR THE ENTIRE CITY'S FLEET			
		CONTRACT DURATION: 10/14/15 TO 10/13/16			
		TOTAL CONTRACT AMOUNT: \$1,600,000.00			
		TEMPORARY EMCUMBRANCE: \$200,000.00			
		T-0083: GASOLINE, AUTOMOTIVE			
		SC A80913			
		PARTIAL PAYMENT VOUCHERS			
		SC RESO_____, APPROVED_____			

Requisition Total 200,000.00

Req. Date: 09/17/2015

Requested By: STEVE

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0079579 FOR RACHLES/MICHELE'S OIL
COMPANY, INC. IS VALID.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
P. O. Box 230
Trenton, New Jersey 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #9

T-0083

SOLICITATION #22122

**CONTRACT #'s: A80908, A80909, A80910, A80911, A80912, A80913, A80914,
A80915, A80916, AND A80917**

TO:	All Using Agencies, Cooperative Purchasing Participants, and Contractor
FROM:	Commodities Unit
DATE	February 23, 2015
SUBJECT:	CONTRACT EXTENSION
REVISED CONTRACT PERIOD:	March 1, 2015 to February 29, 2016

Please note that term contract T0083 for Gasoline Automotive have been extended for one year. This contract is available for viewing under Notice of Award T0083 on the Purchase Bureaus' website at http://www.state.nj.us/treasury/purchase/noa/contracts/t0083_12-x-22122.shtml. All term, conditions and pricing shall remain the same.

For informational purposes below are listed previous extension periods.

Original Contract Period	February 29, 2012	February 28, 2015
	Extension Begin Date	Extension End Date
1st Extension	March 1, 2015	February 29, 2016

This extension is in accordance with contract section 5.2 "Contract Term and Extension Option".

State of New Jersey
Department of the Treasury

Division of Purchase and Property

Search

NJ Home | Services A to Z | Departments/Agencies | FAQs

**Notice of Award
Term Contract(s)****T-0083
GASOLINE, AUTOMOTIVE**

Vendor Information
By Vendor
RFP Documents
Email to DOREICA HOLT

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)**Download All Documents

- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Award Summary Adobe PDF \(196 kb\)](#)
- [Method of Operation Adobe PDF \(39 kb\)](#)
- [Amendment #1 - Line Item Addition Adobe PDF \(55 kb\)](#)
- [Amendment #2 - Price Adjustment Adobe PDF \(36 kb\)](#)
- [Amendment #3 - Price Adjustment Adobe PDF \(25 kb\)](#)
- [Amendment #4 - Price Adjustment Adobe PDF \(78 kb\)](#)
- [Amendment #5 - Line Item Addition Adobe PDF \(20 kb\)](#)
- [Amendment #6 - Change in Scope Adobe PDF \(37 kb\)](#)
- [Amendment #7 - Price Adjustment Adobe PDF \(18 kb\)](#)
- [Amendment #8 - Price Increase Adobe PDF \(18 kb\)](#)
- [Amendment #9 - Contract Extension #1 to 2/29/2016 Adobe PDF \(151 kb\)](#)
- [Amendment #10 - Vendor Information Change Adobe PDF \(151 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-0083
Contract #:	VARIOUS
Contract Period:	FROM: 02/29/12 TO: 02/29/16
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

Expiration Date:	02/29/16
Terms:	NONE
Delivery:	1 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PEDRONI FUEL 385 WHEAT ROAD VINELAND, NJ 08360-2100
Contact Person:	MICHAEL J STEFFER
Contact Phone:	856-691-4855
Order Fax:	856-697-8969
Contract#:	80910
Expiration Date:	02/29/16
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PETROLEUM TRADERS CORP 7110 POINTE INVERNESS WAY FT WAYNE, IN 46804-7928
Contact Person:	LINDA STEPHENS
Contact Phone:	800-348-3705
Order Fax:	260-207-6347
Contract#:	80915
Expiration Date:	02/29/16
Terms:	NONE
Delivery:	1 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	RACHLES MICHELE OIL CO INC 116 KULLER ROAD CLIFTON, NJ 07011
Contact Person:	MICHELE RESTAINO
Contact Phone:	973-546-1041
Order Fax:	973-546-0126
Contract#:	80913
Expiration Date:	02/29/16
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	YES

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00070	COMM CODE: 405-15-031797 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE ESSEX COUNTY TANK SIZE: 1 EA 2300 & 1 EA 2000 GAL ESTIMATED QUANTITY: 75,000 GALLONS DELIVER TO: NJ TRANSIT -NON-REVENUE DEPT 601 DOREMUS AVE, NEWARK, NJ 07105 CONTACT: SUPERINTENDENT PHONE: 973-491-4881 FAX NOT PROVIDED BILL TO: NEW JERSEY TRANSIT - ACCOUNTS PAYABLE PO BOX 5519 NEWARK, NJ 07105-5519 CONTACT: JIM REILLY PHONE: 973-491-8531 FAX: NOT PROVIDED	1.000	GAL	N/A	\$.02950
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 405-15-031777 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE HUDSON COUNTY TANK SIZE: 1 EA 1,000 GAL ABOVE GROUND ESTIMATED QUANTITY: 11,000 GALLONS DELIVER TO: NEW JERSEY MEADOW LANDS COMMISSION 100 BALER BLVD., BALING FACILITY NORTH ARLINGTON, NJ 07032 CONTACT: SUPERVISOR PHONE: 201-777-2412 OR 201-421-5725 FAX: 201-460-1723 BILL TO: NEW JERSEY MEADOW LANDS COMMISSION 1 DEKORTE PARK PLAZA LYNDHURST, NJ 07071 CONTACT: PAULA SPEERS PHONE: 201-460-4537 FAX: 201-460-1723	1.000	GAL	N/A	\$.04040
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00087	COMM CODE: 405-15-031641 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION:	1.000	GAL	N/A	\$.14750

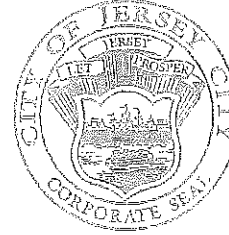
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.738

Agenda No. 10.7.17

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE DONATION OF PORTABLE RADIOS TO THE JACKSON TOWNSHIP VOLUNTEER FIRE COMPANY (PA) FROM THE CITY OF JERSEY CITY

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the Jersey City Department of Public Safety, Fire Division, is in possession of 12 Motorola portable radios that are not compatible to the Jersey City Public Safety system, and

WHEREAS, the Motorola radios Model HT1250 are obsolete and cannot be up-graded, replacement parts are unavailable, and they have no trade-in values, and

WHEREAS, the Motorola radios cannot be used by the Department of Public Safety or any other Jersey City Agency, and

WHEREAS, the Jackson Township Volunteer Fire Company (PA.) is in need of portable radios, and

WHEREAS, the Jackson Volunteer Fire Company (PA.) assumes all liability and costs associated with the donated radios, and

WHEREAS, the Jersey City Public Safety Department, Fire Division, has determined that it is in its best interest to donate the needed radios to a volunteer organization in their "as is condition" without any warranties whatsoever, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a Gift Agreement with the Jackson Volunteer Fire Department (PA) in substantially the form of the attached, and any other documents necessary or appropriate to effectuate the purposes of this resolution.
2. The Purchasing Agent is authorized to execute such documents as may be necessary to effectuate the purposes of this resolution.

APPROVED: Jerome C. Calo

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk



Jackson Township Volunteer Fire Company

P. O. Box 215, Reeders, PA 18352

2176 Route 715

570-629-0162

www.jtvfc27.com

Volunteering Since 1952



July 25, 2015

Public Safety
Jersey City Fire Department
c/o Jerome Cala, Deputy Director
465 Marin Boulevard
Jersey City, NJ 07302

Dear Deputy Director,

In an effort to make our interior firefighters safer we are looking to have a portable radio for each. Currently we are using Motorola HT1250 which Motorola has stopped making. Donations are what they are and with bills to pay the money is not always there. Which I can understand in cities too. However I understand that you may have some old radios not in use anymore and that Motorola will soon stop making them as well. They would still fill our needs as we are still on an analog system. If you are able to donate radios and chargers to us we would greatly appreciate it. We are looking for twelve radios.

Thank you,

Sincerely,

Alan Gannon
President

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE DONATION OF PORTABLE RADIOS TO THE JACKSON TOWNSHIP VOLUNTEER FIRE COMPANY (PA) FROM THE CITY OF JERSEY CITY

Initiator

Department/Division	Public Safety - Fire	
Name/Title	Jerome A. Cala, Assistant Director	
Phone/email	201-547-4239	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

1. To donate 12 portable radios that are obsolete, unrepairable and not compatible with the Jersey City Public Safety System to Jackson Township (PA) Volunteer Fire Department.

I certify that all the facts presented herein are accurate.

Jerome Cala
Signature of Department Director

9/28/15
Date

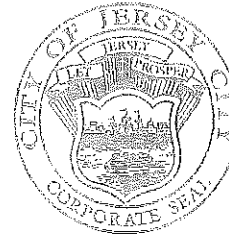
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-739

Agenda No. 10.Z.18

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (FEMA) UNDER THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the United States Department of Homeland Security (USDHS) Federal Emergency Management Agency (fema) has provided an opportunity to U.S. Municipalities to apply for grant funding under the Assistance to Firefighters Grants (AFG) program, and

WHEREAS, the Fire Department has submitted an application for self contained breathing apparatus and EMT training, and

WHEREAS, the United States Department of Homeland Security (USDHS) Federal Emergency Management Agency (FEMA) has approved the application and has awarded Jersey City 1,163,728.00 and Jersey City's share of costs is 116,372.00, and

WHEREAS, the City of Jersey City will have matching funds of \$116,372.00 from Account # 17 293 56 000 031 in the amount of \$40,000.00 and Account # 01 201 25 265 210 in the amount of \$76,372.00, and

WHEREAS, the Fire Department recommends accepting this funding to maintain public and interoperability of the Fire Department in Hudson County, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Municipal Council of the City of Jersey City that:

1. Accept the grant from the US Department of Homeland Security (FEMA) in the amount of \$1,163,728.00 with matching funds of \$116,372.00.
2. The Office of Budget and Management is authorized to establish an account in the amount of \$1,163,278.00 for the US Department of Homeland Security Grant (FEMA) with matching funds of \$116,372.00.

APPROVED: [Signature]

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Scott Mcdermott
Jersey City Dept of Fire & Emergency Services
465 Marin Boulevard
Jersey City, New Jersey 07302-2111

Re: Award No.EMW-2014-FO-05437

Dear Mr. Mcdermott:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of \$1,163,728.00. As a condition of this award, you are required to contribute a cost match in the amount of \$116,372.00 of non-Federal funds, or 10 percent of the Federal contribution of \$1,163,728.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then,

using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 15.740

Agenda No. 10.Z.19

Approved: _____

TITLE:

WITHDRAWN



**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT
WITH WHITSONS FOOD SERVICE TO PROVIDE FROZEN COOKED
MEALS FOR THE SENIOR MEALS ON WHEELS PROGRAM FOR THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF
SENIOR NUTRITION**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 14-571 approved on August 31, 2014 authorized a one-year contract effective as of January 1, 2015 and ending on August 31, 2015 between the City of Jersey City (City) and Whitsons Food Service Concessions Inc. (Whitsons) in the amount of \$1,255,540.00 to provide frozen cooked meals for the senior meals on wheels program; and

WHEREAS, the contract will expire on December 31, 2015; and

WHEREAS, the City is in the process of bidding for a new contract and expects to receive bids in December 2015; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

WHEREAS, it is necessary to extend the contract with Whitsons Food Service on a month-to-month basis not to exceed four months while the City completes the bidding process for a new contract; and

WHEREAS, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

WHEREAS, the total cost of the contract extension is \$356,000.00; and

WHEREAS, these funds are available in Account No. 02-213-40-518-314.

WITHDRAWN

City Clerk File No. Res. 15.740Agenda No. 10.7.19

TITLE:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT
WITH WHITSONS FOOD SERVICE TO PROVIDE FROZEN COOKED
MEALS FOR THE SENIOR MEALS ON WHEELS PROGRAM FOR THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF
SENIOR NUTRITION**

WITHDRAWN

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. the extension of the contract with Whitsons Food Service to provide frozen cooked meals for the senior meals on wheels program on a month-to-month basis not to exceed four months beginning on September 1, 2015 is approved;
2. the cost of the contract per month shall not exceed the sum of \$ 90,000.00; and
3. notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, Chief Financial Officer certify that there are sufficient funds available for the payment of the above resolution in Account No. 02-213-40-518-314. P.O. # 118674

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

WITHDRAWN
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE FROZEN COOKED MEALS FOR THE SENIOR MEALS ON WHEELS PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF SENIOR NUTRITION.

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To extend the delivery of frozen cooked meals for the senior meals on wheels program.

Cost (Identify all sources and amounts)

\$356,000,000

Contract term (include all proposed renewals)

September 1, 2015- December 31, 2015

Type of award Professional Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

18/8/15

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-571

Agenda No. 10.Z.32

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO WHITSON'S FOOD SERVICE FOR THE SENIOR HOME DELIVERED NUTRITION PROGRAM MEALS ON WHEELS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on July 31, 2014 for the Senior Home Delivered Nutrition Program Meals on Wheels for the Department of Health and Human Services; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for one item (1) as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of One Million Two Hundred Fifty Five Thousand, Five Hundred Forty (\$1,255,540.00) Dollars, will be budgeted for the 2014, 2015, 2016 & 2017 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Whitson's Food Services to be fair and reasonable; and

WHEREAS, the sum of Eighty Seven Thousand (\$87,000.00) Dollars is available in Operating Acct No. 02-213-40-418-314; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Whitson's Food Services for the Senior Home Delivered Nutrition Program Meals on Wheels for the Department of Health and Human Services;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for one (1) item as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

City Clerk File No. Res. 14,571Agenda No. 10.Z.32

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO
WHITSON'S FOOD SERVICE FOR THE SENIOR HOME DELIVERED NUTRITION
PROGRAM MEALS ON WHEELS FOR THE DEPARTMENT OF HEALTH AND
HUMAN SERVICES**

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, _____ (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Health & Human Services

Acct #	P.O #	Temp. Encumb.	Amount
02-213-40-418-314	114390		\$87,000.00
		TOTAL CONTRACT	\$1,255,540.00

Approved by _____ 7/11/14
Peter Folgado, Director of Purchasing

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.20.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN END CONTRACT TO WHITSON'S FOOD SERVICES FOR SENIOR HOME DELIVERED MEALS FOR THE SENIOR NUTRITION PROGRAM.

Project Manager

Department/Division	H.H.S.	Senior Nutrition
Name/Title	Larry Eccleston	Director of Senior Nutrition
Phone/email	Office - 201-547-5838 Cell - 201-725-6965	ecclestonl@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide meals to homebound senior citizen as part of a Federal and State grant from the Hudson County Office on Aging. Whitson's Food Services, 1800 Motor Pkwy, Islandia, NY will be providing approximately 5,500 frozen meals per week for delivery to senior citizens participating in the meals on wheels program. The bid which is based on the cost per meal was \$ 4.39

Cost (Identify all sources and amounts)

Total Cost \$ 1,255,540.00
Temporary Encumbrance \$ 87,000.00
Acct Number # 02-213-40-418-314

Contract term (include all proposed renewals)

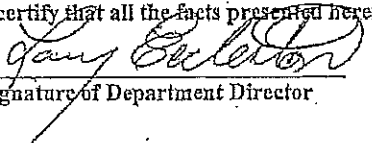
Contract is for one year. The City reserves the right to extend the contract for two additional one year terms.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Signature of Purchasing Agent
Peter Folgado, QPA

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF HEALTH & HUMAN SERVICES

H.H.S. | 199 SUMMIT AVENUE | JERSEY CITY, NJ 07304
P: 201 547 6800 | F: 201 547 5168



STACEY L. FLANAGAN
DIRECTOR

MEMORANDUM

Date: August 8, 2014

To: Peter Folgado, Director Purchasing

From: Stacey Flanagan, Director HHS

Ref: Senior Home Delivered Nutrition Program Bid

Please be advised, after a careful and thorough review of bids received for Senior Congregate Site Nutrition Program meals we recommend that the contract be awarded to:

Whitson's Food Service
1800 Motor Pkwy.
Islandia, NY

Total Contract Amount = \$ 1,255,540.00

Temp. Encumbrance = \$ 87,000.00

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the August 20th Council meeting.

Req# 0166116 Acct# 02-213-40-418-314 Temp. Encumbrance \$87,000.00

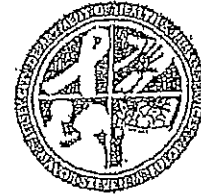
Should you have any Questions or need additional justifications regarding this contract award, please do not hesitate to call my office at extension 6800.

Stacey Flanagan, Director
Department of Health and Human Services

8/14/14
Date



Department of Health & Human Services
CITY OF JERSEY CITY
199 Summit Avenue
Jersey City, N.J. 07304
(201) 547-6800



Bid for frozen meals as described in the Request for Bids
Senior Home Delivered Nutrition Program
"Meals on Wheels"
2014

The bid amount will be per unit (one complete meal; packaged and delivered as set forth in the request.) The bid will be in dollars and cents and remain constant through the life of the contract.

Bid per meal: \$ 4.39

Vendor: Whitsons Food Service (Bronx) Corp.

Address: 1800 Motor Parkway

City, State, Zip: Islandia, NY 11749

Authorized Bidder: Michael Whitcomb, Vice President
(print name)

Signature: *Michael Whitcomb* Date: 7-26-14

BID PROPOSAL/DOCUMENTS

SENIOR HOME DELIVERED NUTRITION PROGRAM
"Meals On Wheels"
HHS/SENIOR NUTRITION

This contract will be awarded as an open-end contract for a term of one year.
The minimum and the maximum number of quantities per week for each item are as stated below.

Four thousand (4,000) units is the minimum; Five Thousand Five Hundred (5,500) is the maximum units per week. The vendor will deliver the ordered number of frozen meals to the specified delivery point, which is currently the Department of Health & Human Services, 199 Summit Avenue, Jersey City, NJ 07304.

The contract will be awarded based upon the grand total price of the maximum number of units per week for item one (1). If the Grand Total Price is found to have been incorrectly computed, a change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award.

Item # 1-5,500 - Units per week @ \$ 4.39 Per unit for a Total Cost of \$ 24,145.00
Price in Figures Total Cost in Figures

Grand Total Bid Price for 5,500 Units/Meals per week

Twenty-four thousand, one hundred forty five + 00/100
Grand Total Bid Amount in Words

\$ 24,145.00
(In Figures)

NOTE:

This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term. During the contract term, the number of meals that the vendor shall provide will be subject to change as the number of senior participants increases and decreases.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereinafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name (Type Print): Michael Whitcomb, Vice President
Representative's Signature: [Signature]
Name of Company: Whitsons Food Service (Bronx) Corp.
Tel. No.: 631-750-1423 Date: 7-26-14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Whitsons Food Service (Bronx) Corp.

Address: 1800 Motor Parkway, Islandia, NY 11749

Telephone No.: 631-750-1423

Contact Name: Michael Whitcomb, Vice President

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	WHITSONS FOOD SERVICE (BRONX) CORP.
Trade Name:	
Address:	1800 MOTOR PARKWAY ISLANDIA, NY 11749-5216
Certificate Number:	1130450
Effective Date:	March 01, 2005
Date of Issuance:	February 06, 2013

For Office Use Only:

20130206161120790



ADJUTANT GENERAL
AND HEADQUARTERS

JAMES L. GORMAN
SUFFOLK COUNTY, NEW YORK

SUFFOLK COUNTY
SUFFOLK COUNTY, NEW YORK

SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES

PERMIT

TO OPERATE A FOOD ESTABLISHMENT

THIS PERMIT WILL EXPIRE UPON THE DATE SPECIFIED OR UPON A CHANGE OF THE OPERATOR.
THIS PERMIT IS NOT TRANSFERABLE AND IS GRANTED SUBJECT TO COMPLIANCE WITH THE
PROVISIONS OF ARTICLE 13 OF THE SUFFOLK COUNTY SANITARY CODE AND ALL APPLICABLE STATE,
LOCAL AND MUNICIPAL LAWS, ORDINANCES, CODES, RULES AND REGULATIONS

IF THE FACILITY IS SERVED BY AN ON-SITE WELL THE DISINFECTANT REQUIREMENTS OF THE
STATE SANITARY CODE ARE WAIVED PENDING CONTINUED SATISFACTORY COMPLIANCE
WITH THE PROVISIONS OF PART 5

I.D. # 29259
APPROVALS

ESTABLISHMENT NAME: WHITSON'S

ESTABLISHMENT ADDRESS: 1800 MOTOR PARKWAY
ISLANDIA

OPERATOR'S NAME: DOUGLAS WHITSON, PRESIDENT

ISSUE DATE: 03/10/14

EXPIRATION DATE: 03/10/15

James Fennell #10,775,788

PERMIT ISSUING OFFICIAL

RESTRICTIONS

MECHANICAL DISHWASHER REQUIRED
SPECIALLY RESTRICTED: SEE MASTER FILE
APPROVED FOR HOT AND COLD DELIVERY

WHITSON'S FOOD SERVICE
WHITSON'S
1800 MOTOR PARKWAY
ISLANDIA
NY 11749



New Jersey Division of Revenue

Revenue NJEGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1130450 FOR WHITSONS FOOD SERVICE (BRONX) CORP. IS
VALID.

VERIFIED
PG

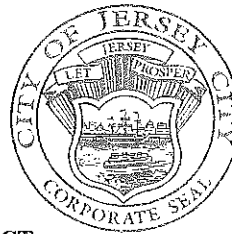
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.741

Agenda No. 10-Z-20

Approved: **WITHDRAWN**

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH NU- WAY CONCESSIONAIRES INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF SENIOR NUTRITION

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 14-570 approved on August 31, 2014 authorized a one-year contract effective as of January 1, 2015 and ending on August 31, 2015 between the City of Jersey City (City) and Nu- Way Concessions Inc. (Nu-Way) in the amount of \$262,200.00 to provide cooked meal for the senior congregate sites; and

WHEREAS, the contract will expire on December 31, 2015; and

WHEREAS, the City is in the process of bidding for a new contract and expects to receive bids in December 2015; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

WHEREAS, it is necessary to extend the contract with Nu- Way on a month-to-month basis not to exceed our months while the City completes the bidding process for a new contract; and

WHEREAS, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

WHEREAS, the total cost of the contract extension is \$92,150.72; and

WHEREAS, these funds are available in Account No. 02-213-40-518-314.

TITLE:

WITHDRAWN

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH NU- WAY CONCESSIONAIRES INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF SENIOR NUTRITION

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. the extension of the contract with Nu- Way to provide cooked meal for the senior congregate sites on a month-to-month basis not to exceed four months beginning on September 1, 2015 is approved;
2. the cost of the contract per month shall not exceed the sum of \$ 30,000.00; and
3. notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, _____ Donna Mauer, Chief Financial Officer certify that there are sufficient funds available for the payment of the above resolution in Account No. 02-213-40-518-314. *P.O. # 118675*

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

WITHDRAWN

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH NU- WAY CONCESSIONAIRES INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF SENIOR NUTRITION

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To extend delivery cooked meals to the senior congregates sites.

Cost (Identify all sources and amounts)

\$92,150.72

Contract term (include all proposed renewals)

September 1, 2015-December 31, 2015

Type of award Professional Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

10/8/15

Resolution of the City of Jersey City, N.J.

City Clerk File No: Res. 14.570

Agenda No. 10.Z.31

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NU-WAY CONCESSIONARIES FOR THE SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on July 31, 2014 for the Senior Congregate Site Nutrition Program for the Department of Health and Human Services; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for one item (1) as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of Two Hundred sixty Two Thousand, Two Hundred (\$262,200.00) Dollars, will be budgeted for the 2014, 2015, 2016 & 2017 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Nu-way Concessionaries to be fair and reasonable; and

WHEREAS, the sum of Ten Thousand (\$10,000.00) Dollars is available in Operating Acct No. 02-213-40-418-314; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Nu-way Concessionaries, the Senior Congregate Site Nutrition Program for the Department of Health and Human Services;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for one (1) item as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

City Clerk File No. Res. 14.570Agenda No. 10.7.31

TITLE: RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NU-WAY CONCESSIONARIES FOR THE SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

7. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, _____ (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Health & Human Services

Acct #
02-213-40-418-314P.O #
114389Temp. Encumb.
TOTAL CONTRACTAmount
\$10,000.00
\$262,200.00

Approved by 2/11/14
Peter Folgado, Director of Purchasing

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.20.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN END CONTRACT TO NU-WAY CONCESSIONAIRES FOR THE SENIOR CONGREGATE SITE NUTRITION PROGRAM.

Project Manager

Department/Division	H.H.S.	Senior Nutrition
Name/Title	Larry Eccleston	Director of Senior Nutrition
Phone/email	Office - 201-547-5838 Cell - 201-725-6965	ecclestonl@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide meals to senior citizen at congregate lunch site as part of a Federal and State grant from the Hudson County Office on Aging. Nu-Way Concessionaires will be providing approximately 4,500 hot meals per month for senior citizens participating in the congregate site lunch program. The bid which is based on the cost per meal was \$ 4.37.

Cost (Identify all sources and amounts)

Total Cost \$ 262,200.00
Temporary Encumbrance \$ 10,000.00
Acct Number # 02-213-40-418-314

Contract term (include all proposed renewals)

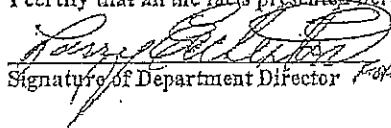
Contract is for one year. The City reserves the right to extend the contract for two additional one year terms.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director For Director Date 8/11/04

Signature of Purchasing Agent
Peter Felgado, QPA

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF HEALTH & HUMAN SERVICES

H.H.S. | 199 SUMMIT AVENUE | JERSEY CITY, NJ 07304
P: 201 547 6800 | F: 201 847 5168



STACEY L. FLANAGAN
DIRECTOR

MEMORANDUM

To: Peter Folgado, Director Purchasing

From: Stacey Flanagan, Director HHS

Ref: Senior Congregate Site Nutrition Program Bid

Please be advised, after a careful and thorough review of the bids received for the Senior Congregate Site Nutrition Program meals I recommend that the contract be awarded to:

Nu-Way Concessionaires
339-345 Bergen Ave
Kearny, NJ 07032

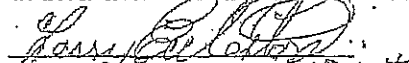
Total Contract Amount = \$ 262,200.00

Temp. Encumbrance = \$ 10,000.00

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the August 20th Council meeting.

Req# 0166117 Acct# 02-213-40-418-314 Temp. Encumbrance \$10,000.00

Should you have any Questions or need additional justifications regarding this contract award, please do not hesitate to call my office at extension 6800.


Stacey Flanagan, Director *For Director* Date *5/11/14*
Department of Health and Human Services

BID PROPOSAL/DOCUMENTS

SENIOR CONGREGATE SITES NUTRITION PROGRAM

"Congregate Sites"

HHS/SENIOR NUTRITION

This contract will be awarded as an open-end contract for a term of one year.
The minimum and the maximum number of quantities for each item are as stated below.

Forty Five Thousand (45,000) meals/units annually is the minimum. Sixty Thousand (60,000) meals/units annually is the maximum. The vendor will deliver the freshly cooked hot meals in bulk to the nine (9) Congregate Nutrition Sites which are currently the sites listed below. The number of Congregate Sites may also increase or be reduced during the contract year.

1. Berry Gardens, 92 Danforth Avenue
2. Boyd McGuiness, 2555 Kennedy Blvd.
3. Grace Senior Center, 39 Erie Street
4. Maureen Collier Senior Center, 335 Bergen Avenue
5. Ocean Towers Senior Apts., 435 Ocean Avenue
6. Joseph Connors Senior Center, 28 Paterson Street.
7. Villa Borthiquen (P.A.C.O.), 398 Grove Street
8. Olga Rodriguez Senior Center, 358 Montgomery Street
9. Lafayette Senior Living Center, 463 Pacific Avenue

The contract will be awarded based upon the grand total price of the maximum number of meals/units annually for item one (1). If the Grand Total Price is found to have been incorrectly computed, a change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award.

Item # 1-60,000-Units annually @ \$ 4.37 Per unit for a Total Cost of \$ 262,200
Price In Figures Total Cost In Figures

Grand Total Bid Price for 60,000 Units/Meals annually

Two - Hundred, Sixty-Two Thousand and Two - Hundred Dollars. @
Grand Total Bid Amount in Words

\$ 262,200
(In Figures)

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print) Michael R. Lieber / Gen. Mgr / C.O.O.

Representative's Signature [Signature]

Name of Company W. Way Concessionaires Inc.

Tel. No. 201-997-9867 Date 7/31/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY of JERSEY CITY (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") 42 U.S.C. §12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: MICHAEL R. LIEBEL / GEN. MGR / C.O.O.
Representative's Signature: [Signature]
Name of Company: MU-444 CONSULTANTS INC.
Tel. No.: 201-997-4851 Date: 7/10/14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: NU-WAY CONCESSIONAIRIES, INC.

Address: 339 BERGEN AV, KENNY, N.J. 07032

Telephone No.: 201-997-4851

Contact Name: MIKE LIEGEL

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The partnership or corporation named herein is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

MU MAY CONCESSIONAIRES INC
345 BERGEN AVE.
KEARNY NJ 07032

Tax Registration No.:

Tax Effective Date: 08-19-71

Document Locator No.: A0000302911

Date issued: 05-02-79

Robert F. Thompson
Acting Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 4766

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

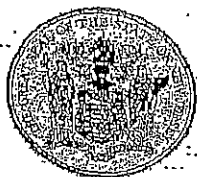
15-JUN-2012 to 15-JUN-2015

NU-WAY CONCESSIONARIES, INC.
339-345 BERGEN AVENUE
KEARNY NJ 07032



A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff'.

Andrew P. Sidamon-Eristoff
State Treasurer



NEW JERSEY DEPARTMENT OF HEALTH
CONSUMER AND ENVIRONMENTAL HEALTH SERVICE

P.O. Box 369, Trenton, New Jersey 08625-0369

0712535

LICENSE / PERMIT

THE FOLLOWING, PURSUANT TO N.J.S.A. 24:15-1 IS HEREBY AUTHORIZED TO
OPERATE A: FOOD * COSMETIC ESTABLISHMENT.

LOC: 339-345 BERGEN AVE
KEARNY, NJ. 07032-

NU WAY CONCESSIONAIRES
339-345 BERGEN AVE
KEARNY, NJ 07032-

LICENSE/PERMIT: 0010971

DATE ISSUED: 10/31/2013

EXPIRES ON: 11/30/2014

Establishment Copy

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 282
TRENTON, NJ 08646-0352

TAXPAYER NAME
NU-WALCONCESSIONAIRES, INC.

ADDRESS
330 BERGEN AVE.
NEARBY NJ 07002

EFFECTIVE DATE
05/20/71

SEQUENCE NUMBER
021591

ISSUANCE DATE
05/25/08

James G. [Signature]
Director
New Jersey Division of Revenue



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0415911 FOR NU-WAY CONCESSIONAIRES, INC. IS VALID.

VERIFIED
PC

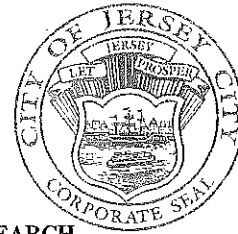
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.742

Agenda No. 10.Z.21

Approved: _____

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH HUNTER RESEARCH, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT SOLICITATION OF COMPETITIVE PROPOSALS IN CONNECTION WITH THE VAN WAGENEN - APPLE TREE HOUSE RESTORATION (PHASE III - SITE IMPROVEMENT), PROJECT NO. 2010-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, Phase III - Site Improvements for the Van Wagenen Apple Tree House Restoration project was awarded to Zenith Construction Services Inc. on July 15, 2015, Resolution No. 15.545; and

WHEREAS, the New Jersey Historic Trust (NJHT), provided the City of Jersey City (City) with a grant in the amount of \$575,000.00 for the interior restoration (Phase 2) of the building and mandated that the City provide an archaeologic documentation of artifacts found in and around the project site; and

WHEREAS, the Director of the Division of Architecture, Engineering, Traffic and Transportation of the City in the attached Certification dated October 5, 2015 has determined that archaeological services qualify as Extraordinary & Unspecifiable Services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A - 20.5 (New Jersey Local Unit Pay to Play Law); and

WHEREAS, the Director of the Division of Architecture, Engineering, Traffic and Transportation of the City has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, Hunter Research, Inc., Historical Research Consultants, 120 West State Street, Trenton, New Jersey 08608 has submitted a proposal for its services in response to the City's request indicating that it will provide the services for the sum of **TWENTY-NINE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS AND 50/100 (\$29,898.50)**; and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-210-990	118576	\$29,898.50

WHEREAS, Hunter Research, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Hunter Research, Inc. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Hunter Research, Inc. from making any reportable contributions during the term of the contract; and

WHEREAS, Hunter Research, Inc., has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Hunter Research, Inc. has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

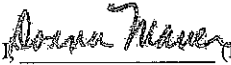
WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

City Clerk File No. Res. 15.742Agenda No. 10.7.21 OCT 14 2015

TITLE: **RESOLUTION AUTHORIZING A CONTRACT WITH HUNTER RESEARCH, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT SOLICITATION OF COMPETITIVE PROPOSALS IN CONNECTION WITH THE VAN WAGENEN - APPLE TREE HOUSE RESTORATION (PHASE III - SITE IMPROVEMENT), PROJECT NO. 2010-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

1. Subject to such modifications as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement with the firm of Hunter Research, Inc. for a lump sum fee not to exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS AND 50/100 (\$29,898.50)** for the contract period of twelve (12) months;
2. This contract is awarded without competitive bidding as an "Extraordinary, Unspecifiable Service" (EUS) in accordance with N.J.S.A. 40A:11-5 (1)(a)(ii) of the Local Public Contracts Law; and because of the reasons stated in the attached certification attached hereto; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
4. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

 (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-210-990 for payment of the above Resolution.

RR/ab
October 5, 2015

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

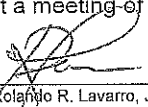


Corporation CounselCertification Required ☒Not Required ☐**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CONTRACT WITH HUNTER RESEARCH, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT SOLICITATION OF COMPETITIVE PROPOSALS IN CONNECTION WITH THE VAN WAGENEN - APPLE TREE HOUSE RESTORATION (PHASE III - SITE IMPROVEMENT), PROJECT NO. 2010-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Services are required under the grant agreement between the City and the New Jersey Historic Trust (NJHT). Community benefits include providing valuable historic analysis of artifacts, which will become part of the historic collection of the Jersey City Museum.

Cost (Identify all sources and amounts)

\$29,898.50 (Various City Buildings)
04-215-55-210-990

Contract term (include all proposed renewals)

The term of this will be twelve (12) months after award of the contract.

Type of award Nonfair and Open

If "Other Exception", enter type

Additional Information

The project includes archaeological study and documentation of any and all artifacts uncovered during excavation activities at the jobsite.

I certify that all the facts presented herein are accurate.


Signature of Division Director

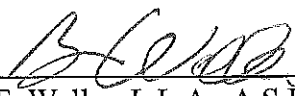
10.5.15
Date

DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation of full age, hereby certifies as follows:

1. I am the Director of the Division of AET&T of the City of Jersey City, and have knowledge of the services that are required for Phase III - Site Improvements of the Apple Tree House (JCA Project # 2010-029)
2. The City requires the services of an archaeological consulting firm to provide observation, reporting, and advisory services to the Owner, in order to determine historical context of the project, and to record and document artifacts uncovered during excavation within the building.
3. The City informally solicited a quotation for services as extraordinary, unspecifiable services (EUS) pursuant to N.J.S.A. 40A:11-5(1)(a)(ii).
4. Hunter Research, Inc. submitted a proposal in response to the City's Request indicating that it will provide Archaeological Compliance services for the sum of \$29,898.50
5. The Director's recommendation is to award the contract to Hunter Research, Inc.
6. The term of the contract is for a period of twelve(12) months, commencing with the date of General Construction award.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10.5.15



Brian F. Weller, L.L.A., A.S.L.A., Director
Division of Architecture, Engineering,
Traffic and Transportation

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO HUNTER RESEARCH, INC. AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: October 5, 2015

TO: Municipal Council

FROM: Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: Contract for Archaeological Compliance Services

This is to request your approval of a resolution authorizing a contract to be executed as follows:

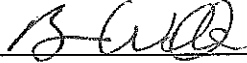
Firm: Hunter Research, Inc.
Cost: \$29,898.50
Period: Twelve (12) months
Purpose: To provide archaeological research & services in connection with Phase 2 Restoration of the Apple Tree House (JCA Project # 2010-029), as mandated by the requirements of the New Jersey Historic Trust (NJHT) grant.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. The City of Jersey City has previously entered into an agreement with Holt Morgan Russell Architects for design services for the Apple Tree House Restoration in various phases. This collaboration has yielded an Historic Structures Report/Historic Preservation Plan that has so far generated more than \$2.5 million in grants from various county and state agencies towards restoration. One of these agencies is the New Jersey Historic Trust (NJHT), which provided \$575,000 for the interior restoration (Phase 2) of the building. One of the requirements for this grant is for the owner to provide an archaeological documentation of artifacts found in and around the project site. Artifacts found help provide an interpretive story of life at the time of the founding of Old Bergen, as well as those period leading up to the Revolutionary War and thereafter.
2. The Contract meets the provisions of N.J.S.A. 40A:11-5 (1)(a)(ii) because the performance of these services require a consultant with specific knowledge archaeology, history, sociology, agriculture, as well as architecture and structural technology in order to perform the tasks required. Hunter Research, Inc. has demonstrated specific technical expertise in archaeological study as it relates to colonial American history.
3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because the performance of the services requires a blend of various fields of expertise as illustrated above.
4. A proposal for services was solicited from Hunter Research, Inc. only, due to the fact that their previous consulting work on this project in an advisory capacity represents a more thorough understanding of the history in Hudson and Bergen Counties, as it relates to colonial American history.

5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,



Brian F. Weller, L.L.A., A.S.L.A., Director
Division of Architecture, Engineering, Traffic and Trans.



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 6, 2015

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering and Traffic and Transportation *BW*

SUBJECT : Apple Tree House - Phase III - Exterior Site Improvements
Project No. 2010-029
Re: Hunter Research, Inc.

Attached for your consideration is the Resolution authorizing the award of a contract to Hunter Research, Inc. for Archaeological Survey Services for the Van Wagenen Apple Tree House - Phase III.

1. Background Research and Field Preparation;
2. Archaeological Monitoring of all site excavation;
3. Phase I - Archaeological Field Investigations;
4. End of Fieldwork Interim Report;
5. Artifact Analysis;
6. Technical Report; and
7. Project Administration and Meetings

The New Jersey Historic Trust (NJHT), provided the City of Jersey City (City) with a grant in the amount of \$575,000.00 for the interior restoration (Phase 2) of the building and mandated that the City provide an archaeologic documentation of artifacts found in and around the project site.

If you need any additional information, please do not hesitate to call

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

HUNTER RESEARCH

Richard W. Hunter
PRESIDENT

Ian C. Burrow
VICE PRESIDENT

September 29, 2015

Chris Charas, Project Manager
Division of Architecture, Engineering, and Traffic
Department of Administration, City of Jersey City
575 Route 440
Jersey City, NJ 07305

Re: Site Plan Improvements, Van Wagenen/Apple Tree House
298 Academy Street, City of Jersey City, Hudson County, New Jersey
Proposal for Phase I Archaeological Survey Services

Dear Mr. Charas:

Further to recent coordination with the New Jersey Historic Preservation Office and HMR Architects, please accept this letter and attached cost estimate as a proposal to provide Phase I archaeological survey services in connection with the proposed site improvements at the Van Wagenen/Apple Tree House, 298 Academy Street, Jersey City, Hudson County, New Jersey. The Van Wagenen/Apple Tree House is listed in the New Jersey and National Registers of Historic Places. Archaeological resources on the lot on which the house is situated are considered to contribute to the significance of this designated historic property and have been registered with the New Jersey State Museum as site 28-Hd-37. Phase I archaeological studies are required in this instance for project compliance with the New Jersey Register of Historic Places Act (N.J.S.A. 13:1B-15.128 *et seq.*) and its related regulations (N.J.A.C. 7:4-7.1[d]).

As we presently understand the proposed site improvements, the following project actions will involve ground disturbance that may potentially affect archaeological resources:

- Construction of a new shed in the northern corner of the property
- Installation of storm drains and curtain drains
- Installation of electric utility lines
- Construction of a retaining wall along the Academy Street frontage and the southwestern end of the driveway
- Construction of a flagpole, bike rack and handicap parking sign

Hunter Research, Inc. Historic Resource Consultants 120 West State Street, Trenton, NJ 08608-1185 609/695-0122 609/695-0147 Fax
e-mail address: hri@hunterresearch.com www.hunterresearch.com

Member: ACRA American Cultural Resources Association

- Removal of tree stumps
- Excavations for new trees and shrubs
- Installation of fencing along the side and rear property lines

The removal and replacement of the existing asphalt parking lot and driveway, and the construction of brick walkways and concrete pads for benches, will also entail some ground disturbance, but most likely will not penetrate to depths where archaeological deposits of interest may be affected. The removal of the existing asphalt parking lot and driveway will take place immediately prior to the Phase I archaeological survey and will be accompanied by archaeological monitoring. Depending on the results of the Phase I archaeological testing, the construction of the new parking lot, driveway, brick walkways and concrete pads for benches may ultimately require further archaeological treatment (monitoring or pre-construction excavation).

Phase I archaeological testing, the purpose of which is to identify the presence or absence of significant archaeological resources, will specifically address the locations of the above-noted project-related ground disturbances. Depending on the results of this testing and the feasibility of project redesign to avoid adverse effects on significant identified archaeological resources, further archaeological work in the form of additional evaluative testing, data recovery or monitoring may be necessary.

Extensive archaeological work was conducted within and immediately around the house in 2004, 2006 and 2009-10 (documented in two earlier reports prepared by our firm in 2004 and 2012). To some extent, this work can inform and substitute for Phase I testing in the southwestern half of the property and the currently proposed Phase I survey work aims to avoid unnecessary duplication of this earlier work. The former existence of a late 19th/early 20th-century house immediately northwest of the Van Wagenen/Apple Tree House also reduces the need for testing in this portion of the property on the assumption that the construction of this building will have compromised the integrity of archaeological deposits relating to earlier use of the site. Consequently, the proposed testing in the southwestern half of the property will focus primarily on those project actions in areas not previously subjected to archaeological examination. Phase I archaeological survey of the rear (northeastern) half of the property, which is mostly paved and has so far not been archaeologically tested, will aim both to broadly characterize archaeological deposits through systematic grid-based testing and address areas of specific project-related ground disturbance.

We envisage the following work tasks:

Task 1. Background Research and Field Preparation – previously compiled historical and archaeological data relevant to the project site will be reviewed prior to archaeological field investigation. Considerable information is available concerning the history and archaeology of the Van Wagenen/Apple Tree House property, notably that contained in the National Register of Historic Places nomination documentation and in the earlier 2004 and 2012 technical reports on archaeological investigations conducted by Hunter Research. This information is on file at the Hunter Research offices. Senior Hunter Research staff will coordinate with the City of Jersey City, HMR Architects and the contractor concerning the project schedule, site access, use and storage of equipment, and security. Hunter Research will also coordinate as needed with staff of the New Jersey Historic Preservation Office (NJHPO) in Trenton. It is assumed that Hunter Research will not be responsible for arranging for utility mark-outs and that this task will be handled by the contractor.

Task 2. Archaeological Monitoring of Asphalt Removal – prior to beginning Phase I archaeological testing, Hunter Research staff will monitor mechanical removal of the asphalt surface of the existing driveway and parking lot. It is assumed that the depth of disturbance from this activity will be in the range of six to nine inches. Archaeological monitoring will entail observation of the asphalt removal process by no more than two qualified archaeologists and will, if appropriate, include preliminary inspection and documentation of freshly exposed soils and cultural features. Inspection and documentation may involve targeted rapid exposure of features and soils using shovels and trowels, recovery of artifacts, the taking of field measurements, mapping and digital photography. The contractor will conduct this work under the overall direction of the archaeological monitor. In addition, under the archaeological monitor's direction, the contractor will excavate a three-foot wide trench across the footprint of the house that formerly stood to the northwest of the Van Wagenen/Apple Tree House to confirm (or refute) the assumption that this portion of the site is of no archaeological interest. The results of this task will be included in the reporting tasks outlined below.

Task 3. Phase I Archaeological Field Investigations – a proposed testing plan is shown on the attached site map. Actual testing locations may vary slightly depending on site conditions and the results of the asphalt removal. In all, 71 shovel tests and four excavation units are proposed.

Shovel tests are mostly positioned at 15-foot intervals based on planned ground-disturbing actions. Seven additional shovel tests are proposed in areas where deep ground disturbance is not anticipated to provide even testing coverage of the backyard and a broader picture of the overall cultural stratigraphy of the site. Reduced testing is proposed in the area immediately around the house, since earlier archaeological investigations can supply a reasonable sense of the archaeological conditions.

A three-foot-square excavation unit is proposed for each of the following: for the site of the new shed in the northern corner of the property; and along the curtain drain alignments running along the northwestern and southeastern walls of the house. In the case of the shed location, this is a part of the property where one might reasonably expect to find outbuildings, middens or shaft features such as pits or privies. The excavations units adjacent to the house may expect to identify builders' trenches, the fill of which may yield artifacts that can help to date the building's construction. A fourth three-foot-square unit is held in reserve for examining features of potential interest encountered during the shovel testing.

All excavations will be conducted by hand using shovels, picks and trowels. All soils will be screened through ¼-inch hardware mesh to allow for recovery of artifacts. Any sod will be carefully removed with a view to its replacement when the excavations are complete. All shovel tests and excavation units will be backfilled upon completion. Shovel tests will be recorded in the field using pre-programmed iPads. Excavation units will be documented through notes, scaled plan and profile drawings, and digital photography. Shovel test and unit locations and unit elevations will be formally surveyed using a digital transit. Soils will be recorded with regard to texture, color, depth and stratigraphic relationships. Artifacts will be recovered and documented according to stratigraphic provenience.

Task 4. End-of-Fieldwork Interim Report – at the conclusion of the Phase I archaeological field investigations, Hunter Research will prepare a brief interim report that will serve as a means of expediting decision making concerning the contractors' work schedule and specific site improvement tasks. This document, prepared in accordance with NJHPO guidelines, will describe and interpret the results of the Phase I testing and monitoring, preliminarily evaluate the likely effects of the proposed site improvements on archaeological resources, and make recommendations, as appropriate, concerning the need for further archaeological study. The interim report will include a site map showing testing locations, selected plan and profile drawings for the excavation units, selected digital photographs, a summary of shovel testing data and a preliminary indication and basic count (but not a full catalog) of artifacts recovered, focusing on diagnostic items and sealed stratigraphic contexts. It is intended that this document will be sufficient to facilitate NJHPO project review and thereby minimize the effects of archaeological work on the project schedule.

Task 5. Artifact Analysis – artifacts recovered from the Phase I field investigations will be washed, identified and cataloged, but not individually marked. No long-term conservation of artifacts will be undertaken. All materials will be re-bagged, identified according to the stratigraphic context from which they were recovered, packed in archival storage boxes, and generally prepared for final disposition in a New Jersey State

Museum-approved repository. Since the New Jersey State Museum is currently not accepting artifacts from cultural resource management studies of this type, it is assumed that artifacts and field documentation from this work will be submitted to the City of Jersey City for storage.

Task 6. Technical Report – a full technical report will be prepared on the Phase I archaeological field investigations in accordance with NJHPO reporting guidelines. This document is estimated as being between 75 and 100 pages in length, and will include a brief history of the Van Wagenen/Apple Tree House property, a detailed description and analysis of the fieldwork, a catalog of artifacts, plan and profile drawings, maps and photographs. If acceptable to the client and NJHPO, in the event additional archaeological work beyond these Phase I-level studies is necessary, it may be appropriate to suspend completion of Task 6 until all archaeological work has been completed and then complete a single report at a later date that documents all phases of archaeological survey, excavation and monitoring.

Task 7. Project Administration and Meetings – considerable coordination is anticipated between Hunter Research and the City of Jersey City, HMR Architects, the contractor and the NJHPO. Provision is included in this proposal for two meetings with the client, HMR Architects and the contractor, and an additional meeting with the NJHPO.

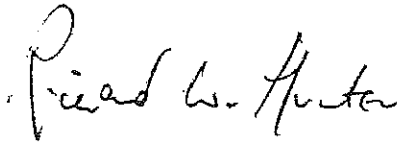
Schedule: an overall two-week schedule is proposed for Tasks 1 and 2 (three days is allotted for the monitoring of the asphalt removal). Following completion of Task 2, an additional two to three weeks is proposed for the Phase I archaeological field investigations (Task 3). Following completion of Task 3, two to three weeks will be required for completion of the end-of-fieldwork interim report (Task 4). Task 5 (artifact analysis) and Task 6 (technical report), both of which may be considered less time-sensitive in terms of the project schedule in an end-of-fieldwork interim report is considered acceptable for review purposes by the NJHPO, are estimated to require at least six weeks to complete.

Project Personnel: Richard Hunter, Principal, will oversee this study. He will write and edit substantial portions of the interim report and technical report and serve as the principal point-of-contact. James Lee and Joshua Butchko, Principal Investigators, will direct the field investigations, supervise the analysis of artifacts and drafting of graphics, and write portions of the project reports.

Hunter to Charas, September 29, 2015, page 6 of 6

Estimated costs are appended. Please feel free to call me if you have any questions about our planned approach to this work. We look forward to providing you with these services.

Yours sincerely,

A handwritten signature in cursive script, reading "Richard W. Hunter". The signature is written in dark ink and is positioned above the printed name.

Richard W. Hunter, Ph.D., RPA
President/Principal Archaeologist

encl.

HUNTER RESEARCH

Richard W. Hunter
PRESIDENT

Ian C. Buttow
VICE PRESIDENT

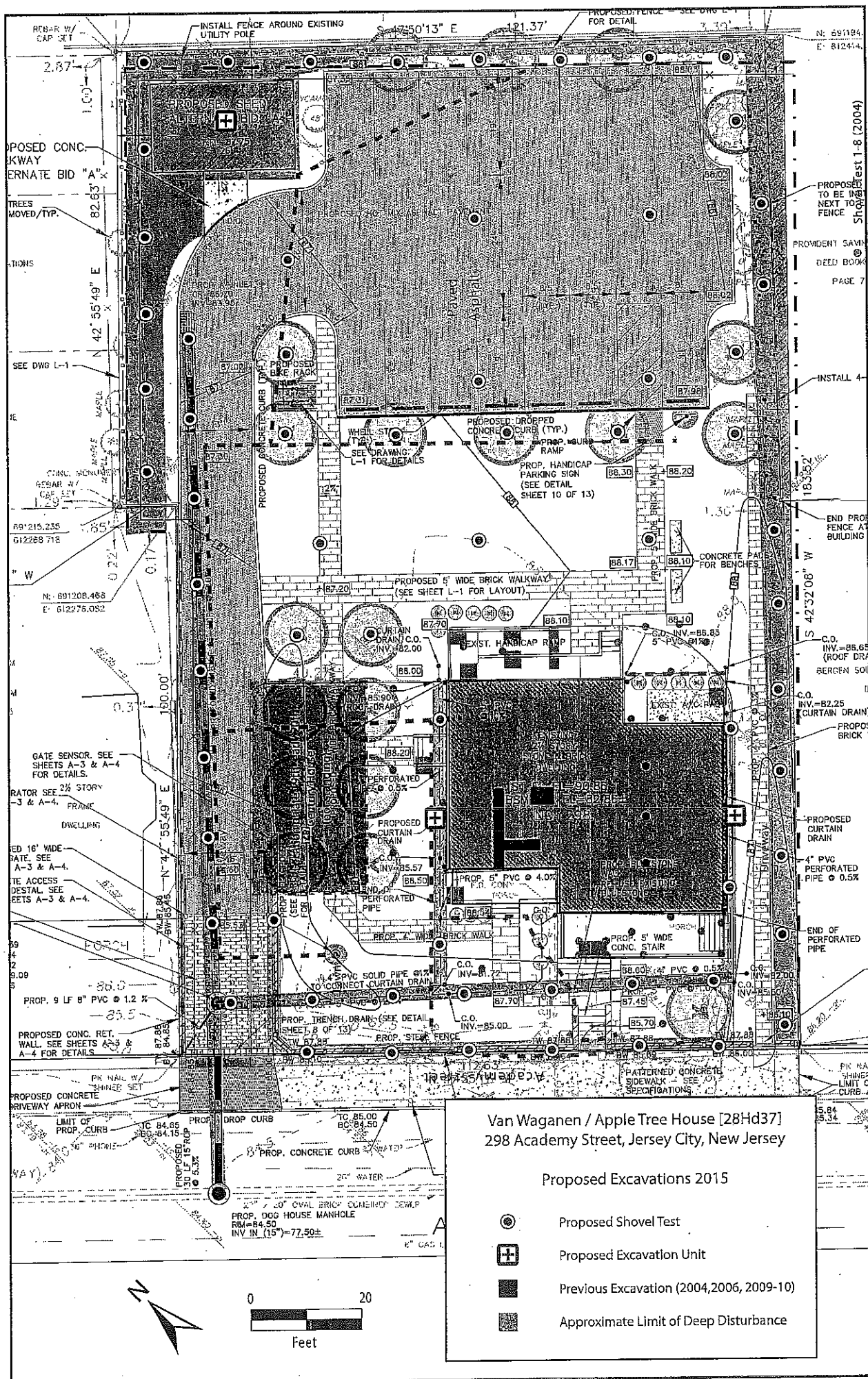
TIME AND COST ESTIMATE - PHASE I ARCHAEOLOGICAL SERVICES VAN WAGENEN/APPLE TREE HOUSE, CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

LABOR	Hours	Hourly Rate	Hourly Cost
Task 1. Background Research/Field Preparation			
Principal	4	\$145.00	\$580.00
Principal Investigator II	8	\$65.00	<u>\$520.00</u>
Totals	12		\$1,100.00
Task 2. Archaeological Monitoring of Asphalt Removal			
Principal Investigator I	8	\$95.00	\$760.00
Principal Investigator II	24	\$65.00	\$1,560.00
Archaeologist	24	\$48.00	<u>\$1,152.00</u>
Totals	48		\$3,472.00
Task 3. Phase I Archaeological Field Investigation			
Principal	8	\$145.00	\$1,160.00
Principal Investigator I	16	\$95.00	\$1,520.00
Principal Investigator II	80	\$65.00	\$5,200.00
Archaeologist x2	160	\$48.00	<u>\$7,680.00</u>
Totals	264		\$14,400.00
Task 4. End-of-Fieldwork Interim Report			
Principal	8	\$145.00	\$1,160.00
Principal Investigator I	12	\$95.00	\$1,140.00
Principal Investigator II	16	\$65.00	\$1,040.00
Graphics Specialist	16	\$50.00	\$800.00
Laboratory Supervisor	8	\$65.00	\$520.00
Laboratory Assistant	16	\$48.00	<u>\$768.00</u>
Totals	60		\$5,428.00
Task 5. Project Administration and Meetings			
Principal	12	\$145.00	\$1,740.00
Principal Investigator I	20	\$95.00	<u>\$1,900.00</u>
Totals	32		\$3,640.00
Total Labor	416		\$28,040.00
Expenses			
Mileage 1950 miles @ \$0.56 a mile			\$1,092.00
Tolls			\$241.50
Field Supplies			\$300.00
Xeroxing and Reprographics			\$25.00
Printing and Binding			<u>\$200.00</u>
Total Expenses			\$1,858.50
Labor			\$28,040.00
Expenses			<u>\$1,858.50</u>
TOTAL			\$29,898.50

rwh/10-1-15

Hunter Research, Inc. Historic Resource Consultants 120 West State Street, Trenton, NJ 08608-1185 609/695-0122 609/695-0147 Fax
e-mail address: hri@hunterresearch.com www.hunterresearch.com

Member: ACRA American Cultural Resources Association



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Hunter Research, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding October 14, 2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Hunter Research, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Hunter Research, Inc.

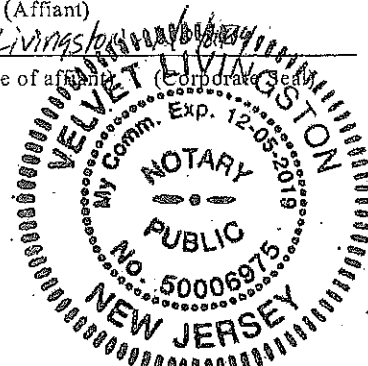
Signed Richard W. Hunter Title: President

Print Name Richard W. Hunter Date: October 3, 2015

Subscribed and sworn before me
this 3 day of Oct, 2015.

My Commission expires: 12/05/2019.

Velvet Livingston
(Affiant)
Velvet Livingston
(Print name & title of affiant) (Corporate Seal)



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Wattetman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Richard W. Hunter	421 Pennington - Titusville Rd Titusville NJ 08560

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Hunter Research Inc.

Signed: Richard W. Hunter

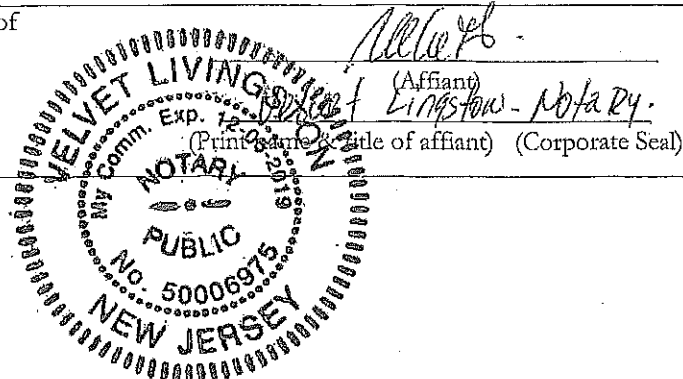
Title: President

Print Name: Richard W. Hunter

Date: October 3, 2015

Subscribed and sworn before me this 3 day of
October, 2015

My Commission expires: 12/05/2019



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Hunter Research, Inc.		
Address:	120 W. State St.		
City:	Trenton	State:	NJ
		Zip:	08608

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Richard W. Hunter
Signature

Richard W. Hunter
Printed Name

President
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jean F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, BEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, BEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Richard W. Hunter, President

Representative's Signature: Richard W. Hunter

Name of Company: Hunter Research Inc.

Tel. No.: 609-695-0122 Date: 10.3.15

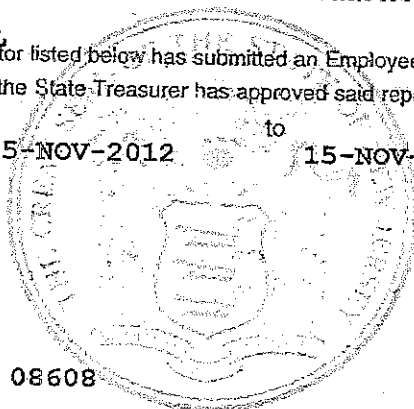
Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 9320

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2012 to 15-NOV-2019

HUNTER RESEARCH, INC.
120 W. STATE STREET
TRENTON

NJ 08608



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the President of Hunter Research (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Richard W. Hunter, President
Representative's Signature: Richard W. Hunter
Name of Company: Hunter Research, Inc.
Tel. No.: 609-1095-0127 Date: 10.3.15

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Hunter Research, Inc.

Address: 120 W. State St., Trenton NJ 08608

Telephone No.: 609-695-0122

Contact Name: Richard W. Hunter

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.743

Agenda No. 10.Z.22

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH ST. PETER'S PREP ATHLETIC FOUNDATION FOR THE USE OF THE PROPERTY COMMONLY KNOWN AS 191 GRAND STREET ALLOWING THE CITY TO CONDUCT TRAINING EXERCISES FOR THE JERSEY CITY FIRE DEPARTMENT

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, St. Peter's Prep Athletic Foundation [Entity], is the owner of certain property commonly known by the street address of 191 Grand Street [Property] in the City of Jersey City; and

WHEREAS, the City of Jersey City is a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City]; and

WHEREAS, the Entity agrees to permit the City to enter the Property in exchange for indemnification by the City for any potential injuries or damages in addition to the provision of proof of adequate insurance relating to the City's use of the Property; and

WHEREAS, the Entity shall grant access to the Property by the City for the dates starting on October 19, 2015 and ending on the close of day on December 1, 2015; and

WHEREAS, the City's use of the Property shall be for the purpose of conducting training exercises for employees of the Jersey City Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a License Agreement with the Entity that shall authorize in the indemnification of the Entity, in addition to proof of adequate insurance to the Entity, in exchange for the City's use of the Property to conduct training exercises for the Jersey City Fire Department.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the License Agreement shall be in substantially the form of the document attached hereto.

JMcK
10/13/2015

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
701 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LICENSE AGREEMENT

This **AGREEMENT** is made this day of , 2015, between **ST. PETER'S PREP ATHLETIC FOUNDATION** with offices at 140 Grand Street, Jersey City, New Jersey 07302 [Owner or Licensor] and the **CITY OF JERSEY CITY** , a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licensee].

WITNESSETH that:

1. The Licensor is the owner of certain property in the City commonly known by the street address of 191 Grand Street [Property].
2. Licensor agrees to permit the City to enter and use the Property for no consideration on the dates of October 19, 2015 through December 1, 2015.
3. The City's use of the Property shall be for the purpose of conducting training exercises for employees of the Jersey City Fire Department.
4. The City is self-insured and agrees to carry Property Damage, Comprehensive General Liability and Workers' Compensation in accordance with the applicable laws of the State of New Jersey.
5. The City shall defend, indemnify, save and hold harmless the Licensor from any and all damages or claims arising from the use of the Property by the City or any of its agents, employees or contractors.
6. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the City's use of the Property, shall be reported immediately to the representative of the Licensor as stated in paragraph 8.
7. The City shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees while on the Property, at no cost to the Licensor.

8. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

Owner: St. Peter's Prep Athletic Foundation
144 Grand Street
Jersey City, NJ 07302
Attention: James Horan, VP – St. Peter's Prep

City: City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

9. The Licensee shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons than herein stipulated in this Agreement.

10. All of the above terms and conditions shall be binding on the City and the Licensor. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for the termination and cancellation of the Agreement upon 30 days prior written notice. In addition, the City reserves the right to terminate this agreement at any time at will, that is for any or no reason whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Acting Business Administrator

WITNESS:

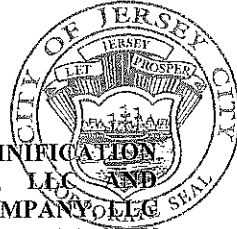
LICENSOR

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.744

Agenda No. 10.7.23

Approved: OCT 14 2015



TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT WITH IRONSTATE DEVELOPMENT COMPANY, LLC AND AUTHORIZING THE NAMING OF IRONSTATE DEVELOPMENT COMPANY, LLC AND SWING STAGING, LLC AS ADDITIONAL INSURED PARTIES BY THE CITY IN CONNECTION WITH THE PROVISION OF SCAFFOLDING REQUIRED FOR THE PAINTING OF A MURAL ON A BUILDING LOCATED AT 121 NEWARK AVENUE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Sheppard Fairey, an artist, in cooperation with the City of Jersey City (the "City"), has agreed to donate a mural on a building located at 121 Newark Avenue in Jersey City, New Jersey (the "Project"); and

WHEREAS, Ironstate Development Company, LLC ("Ironstate"), a business with an office at 50 Washington Street, Hoboken, NJ 07030, has agreed, at the City's request, to pay for the scaffolding that the Artist will use to paint the mural on the Building; and

WHEREAS, Swing Staging, LLC ("Swing Staging"), a business with an office at 25-20 Borden Avenue, Long Island City, New York 11101-3113, shall provide the scaffolding for the Project; and

WHEREAS, the City agrees to indemnify Ironstate for any potential injuries or damages in connection with the Project in exchange for Ironstate procuring the scaffolding; and

WHEREAS, the City agrees to name Ironstate and Swing Staging as additional insured parties in relation to the Project; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a "Defense, Indemnification and Insurance Agreement" with Ironstate that shall authorize the indemnification of Ironstate in regards to any injuries or damages that may arise in connection with the Project.
2. The City's Risk Manager is authorized to name Ironstate and Swing Staging as additional insured parties in relation to the Project.
3. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the "Defense, Indemnification and Insurance Agreement" shall be in substantially the form of the document attached hereto.

APPROVED: 10/13/2015

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT WITH IRONSTATE DEVELOPMENT COMPANY, LLC AND AUTHORIZING THE NAMING OF IRONSTATE DEVELOPMENT COMPANY, LLC AND SWING STAGING, LLC AS ADDITIONAL INSURED PARTIES BY THE CITY IN CONNECTION WITH THE PROVISION OF SCAFFOLDING REQUIRED FOR THE PAINTING OF A MURAL ON A BUILDING LOCATED AT 121 NEWARK AVENUE

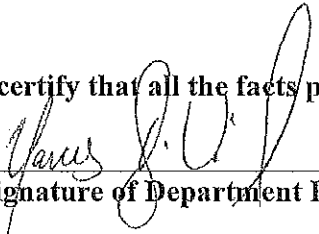
Department/Division	Mayor's Office	
Name/Title	Marcos Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorizing the execution of an indemnification agreement with Ironstate Development Company, LLC and authorizing the naming of Ironstate Development Company, LLC and Swing Staging, LLC as additional insured parties by the city in connection with the provision of scaffolding required for the painting of a mural on a building located at 121 Newark Avenue.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/13/15
Date

DEFENSE, INDEMNIFICATION AND INSURANCE AGREEMENT

This Defense, Indemnification and Insurance Agreement ("Agreement") is effective as of October 12, 2015 by and between Ironstate Development Company, LLC ("Ironstate"), on the one hand, and the City of Jersey City ("City") on the other hand. Ironstate and the City collectively shall be referred to herein as "Parties" and each individually referred to herein as a "Party."

Recitals

WHEREAS, Sheppard Fairey ("Artist") has agreed to donate a mural on a building located at 121 Newark Avenue in Jersey City, New Jersey (the "Building").

WHEREAS, Ironstate has agreed, at the City's request, to pay for the scaffolding that the Artist will use to paint the mural on the Building.

WHEREAS, Ironstate has contracted with Swing Staging, LLC for the erection and rental of the scaffolding at the Building.

WHEREAS, the City has agreed, to the fullest extent permitted by law, to defend, indemnify and hold harmless Ironstate against any and all claims arising from, resulting from or relating to the erection, presence or use of the scaffolding at the Building, the painting of the mural at the Building, and the Artist's acts, omissions and negligence in connection with same (collectively, the "Project").

WHEREAS, the City has also agreed to name Ironstate as an additional insured on the City's liability insurance policies for any and all claims arising from or resulting from the Project.

WHEREAS, the City and Ironstate desire to enter this Agreement to memorialize the City's defense, indemnification and insurance obligations to Ironstate in connection with the Project.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, promises, releases, and agreements contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree, promise, and covenant as follows:

1. The City acknowledges that accidents and problems may arise in connection with the Project and that as a result Claims may be made against Ironstate. "Claim" or "Claims" means any and all claims, statutory claims, demands, lawsuits, arbitration proceedings, actions, causes of action, liabilities, obligations, damages, settlements, judgments, losses, fines, penalties and requests for relief, action or forbearance of any kind in any way arising from, caused or created by, relating to or resulting from the performance, existence or condition of the Project, including but not limited to those arising from, caused or created by, relating to or resulting from the presence, action(s) or inaction(s) of the City's and/or its subcontractors' principals, representatives, employees and agents.

2. The City agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Ironstate, its parents, subsidiaries and affiliates, and their respective members (each an "Indemnitee" and collectively the "Indemnites") against liability for Indemnified Claims. "Indemnified Claims" shall comprise all Claims against an Indemnitee, except Claims for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of such Indemnitee, its agents or employees. The City's obligation to defend, indemnify and hold harmless each Indemnitee against Indemnified Claims

expressly includes the obligation to defend, indemnify and hold harmless such Indemnitee against Indemnified Claims that arise from, result from or are caused by such Indemnitee's partial negligence.

3. The City's duty to defend the Indemnitees against Indemnified Claims requires the City to pay all legal fees and expenses that each Indemnitee incurs to defend itself against each such Indemnified Claim. The City's duty to defend each Indemnitee against each Indemnified Claim arises when such Indemnitee receives such Indemnified Claim and provides written notice of it to the City. The City's obligation to defend each Indemnitee against each Indemnified Claim applies until a final adjudication is obtained concluding that such Indemnified Claim is barred by the expiration of the applicable statute(s) of limitation or repose, or until each such Indemnified Claim is fully and finally resolved.

4. The City's obligation to defend, indemnify and hold harmless the Indemnitees against any Indemnified Claim is in no way limited by or to the insurance limits and requirements set forth elsewhere in this Agreement. The City's obligation to defend, indemnify and hold harmless the Indemnitees against any and all Indemnified Claims applies without regard to whether the City maintains insurance as required by this Agreement or whether such insurance is available to the City.

5. The City waives any provision of state, federal or local workers' compensation law that prevents the Indemnitees from seeking contribution, indemnification or damages from the City if any employee, agent or invitee of the City commences litigation or makes a demand against any Indemnitee for any injury or damage actually or allegedly arising from the performance, existence or condition of the Project.

6. The City separately agrees to maintain general liability insurance from certain Underwriters at Lloyd's, London and to name the Indemnitees as additional insureds on such insurance to cover the Indemnitees for their liability arising from, caused or created by, relating to, or resulting from the Project. Such additional insured coverage shall be primary and non-contributory for the Indemnitees, and the Indemnitees shall be entitled to the full coverage available under such insurance.

7. To the extent that any liability, damage or loss is covered by the City's insurance, the City waives fully for the benefit of the Indemnitees any claims which might give rise to a right of subrogation in favor of any of the City's insurance carriers.

8. The City shall require the issuers of its insurance policies to:

- a. Include a waiver of all rights of subrogation against the Indemnitees;
- b. Contain a severability of interest provision;

9. The City, upon Ironstate's demand, shall provide Ironstate with complete copies of any insurance policies upon which the City has named the Indemnitees as additional insureds. The City further authorizes its insurers and insurance brokers and agents to release certified copies of such insurance policies to Ironstate upon Ironstate's request.

10. The City shall be solely responsible for paying any deductible or self-insured retention under its insurance policies. Should the City fail to pay any deductible or self-insured retention, the Indemnitees may pay same and seek reimbursement from the City.

11. The defense, indemnity and insurance obligations of this Agreement shall survive the completion, expiration or termination of this Agreement.

12. This Agreement constitutes the entire agreement between the Parties. No oral statements or prior written material not specifically incorporated in this Agreement shall be of

any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated by written amendment signed by all Parties.

13. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted, including any presumption of superior knowledge or responsibility based upon a Party's business or profession or any professional training, experience, education or degrees of any member, agent, officer or employee of any Party.

14. No assignment or delegation of any of the rights or duties under this Agreement shall be made without the written consent of all Parties.

15. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.

16. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of the affected provision shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

17. This Agreement shall be governed by the substantive laws of the State of New Jersey, without regard to choice of law principles which might otherwise call for the application of a different state's law. The Superior Court of the State of New Jersey, Hudson County, shall have exclusive jurisdiction to adjudicate any and all disputes arising out of or in connection with this Agreement.

18. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed Agreement by facsimile or as a scanned PDF attachment to an email shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement below.

Ironstate Development Company, LLC

City of Jersey City

By:
Title
Date:

By:
Title:
Date:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-745

Agenda No. 10.Z.24

Approved: OCT 14 2015

TITLE:



Resolution Commemorating the 38th anniversary of THE COMMUNITY AWARENESS SERIES. Of The Jersey City Free Public Library Council as a whole offered and moved adoption of the resolution

WHEREAS, Community Awareness Series (CAS), founded in 1977 is a nonprofit organization created by a group of local's artists and musicians affiliated with the Spirit of Life Cultural Arts, Inc. and the Spirit OF Life Ensemble. The successful collaboration located at the Miller Branch Library, has since proven to be a vital education and cultural service organization. CAS has also provided programs encompassing economic and ethnic injustice, racism, homelessness, health issues, quality of life issues and many other topics of interest; and

WHEREAS, CAS has offered an array of multi-cultural programs, theater, music, dance, publications, alternative health information, family forums, outreach and exposure projects for special populations, public schools, St. Joseph School of the blind, A. Harry Moore School and the general public. CAS has supported, cultivated and displayed the talents of many outstanding local artists. The organizations airs 'Urban Forum' and "Cultural Odyssey," two weekly Public Access programs; and

WHEREAS, CAS will host a 38th anniversary celebration on October 17, 2015 at the Miller Branch Library in the Cultural Arts Auditorium at 8:00 p.m. at which time internationally renowned jazz legend extraordinaire Sonny Fortune will perform.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby join in the 38th anniversary celebration of the Community Awareness Series of the Jersey City Library who has provided programs, lectures and workshops that educate the mind and uplift the spirit.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

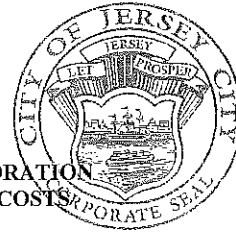
City Clerk File No. Res. 15.746

Agenda No. 10.7.25

Approved: OCT 14 2015

TITLE:

RESOLUTION AUTHORIZING THE SIGNING OF AN AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE HEALTHIER JC PROGRAM IN AN EFFORT TO SUPPORT CAPACITY BUILDING AND TECHNICAL ASSISTANCE WITH EARLY CHILD DEVELOPMENT SPECIALISTS



WHEREAS, the Department of Health and Human Services City ("HHS") of the City of Jersey City (the "City") implements a program known as "Healthier JC" that is currently focused on supporting capacity building and technical assistance with Early Child Development Specialists (the "Program"); and

WHEREAS, HHS is surveying Day Care Providers in-home and at various location centers to create a forum for education and technical assistance for providers to align with Program goals; and

WHEREAS, successful daycare provision programs that focus on childhood development have a positive impact on the local economy and general welfare throughout the City; and

WHEREAS, the New Jersey Economic Development Corporation (the "EDC") was incorporated in 1980 as a private 501 (c) (3) non-profit corporation with the support of the Jersey City Administration and Municipal Council with a mission to "promote, encourage and assist the industrial, commercial and economic development of the City of Jersey City...creating greater employment opportunities and broadening the base of the tax structure;" and

WHEREAS, the EDC has received, and continues to receive, philanthropic funding to support the Program allowing for the procurement of staffing, surveying tools, marketing, tool kits, and extended technical assistance for early child care professionals; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that:

1. The Mayor or Business Administrator is authorized to execute an agreement with the EDC detailing how the EDC shall reimburse the City for expenses incurred through the Program.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the agreement shall be in substantially the form of the agreement attached hereto.

JMcK
APPROVED: 1015 - Draft 1

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SIGNING OF AN AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE HEALTHIER JC PROGRAM IN AN EFFORT TO SUPPORT CAPACITY BUILDING AND TECHNICAL ASSISTANCE WITH EARLY CHILD DEVELOPMENT SPECIALISTS

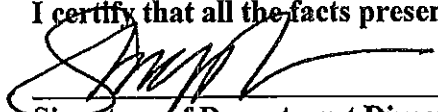
Department/Division	Health and Human Services	
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorizing the signing of an agreement between the Jersey City Economic Development Corporation and the City of Jersey City for the reimbursement of costs incurred by the Healthier JC program in an effort to support capacity building and technical assistance with early child development specialists.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/13/15
Date

GIFT AGREEMENT

This Agreement, made this _____ day of _____, 2015 between the CITY OF JERSEY CITY (the “City”), a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION (the “EDC”), a nonprofit corporation with its principal office located at 30 Montgomery Street, Suite 1400, Jersey City, New Jersey 07302.

WHEREAS, the Department of Health and Human Services City (“HHS”) of the City of Jersey City (the “City”) implements a program known as “Healthier JC” that is currently focused on supporting capacity building and technical assistance with Early Child Development Specialists (the “Program”); and

WHEREAS, HHS is surveying Day Care Providers in-home and at various location centers to create a forum for education and technical assistance for providers to align with Program goals; and

WHEREAS, successful daycare provision programs that focus on childhood development have a positive impact on the local economy and general welfare throughout the City; and

WHEREAS, the New Jersey Economic Development Corporation (the “EDC”) was incorporated in 1980 as a private 501 (c) (3) non-profit corporation with the support of the Jersey City Administration and Municipal Council with a mission to “promote, encourage and assist the industrial, commercial and economic development of the City of Jersey City...creating greater employment opportunities and broadening the base of the tax structure;” and

WHEREAS, the EDC has received, and continues to receive, philanthropic funding to support the Program allowing for the procurement of staffing, surveying tools, marketing, tool kits, and extended technical assistance for early child care professionals; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. EDC represents that it has grant funds available in the sum of approximately \$69,000 that shall be used for reimbursing funds spent by the City towards the procurement of staffing, surveying tools, marketing, tool kits, and extended technical assistance for early child care professionals through the Program.

DRAFT 1 – 10/8/2015

2. EDC shall reimburse the City using philanthropic dollars in an amount not to exceed \$69,000.00 for the procurement of staffing, surveying tools, marketing, tool kits, and extended technical assistance for early child care professionals through the Program.

3. The City shall submit to EDC a request for reimbursement showing all costs paid by the City for the Program and shall attach the supporting invoices detailing the City expenditures. EDC shall make full payment to the City for the amounts unpaid and shown on the request for reimbursement within thirty (30) days of receipt of a request for reimbursement.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

CITY OF JERSEY CITY

JERSEY CITY ECONOMIC
DEVELOPMENT CORPORATION

By:

By:

Robert J. Kakolessi,
Business Administrator

Attest:

Attest:

Robert Byrne, City Clerk

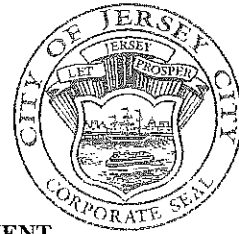
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.747

Agenda No. 10.Z.26

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE SIGNING OF AN AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE CITYWIDE ADOPT-A-LOT PROGRAM

WHEREAS, the City of Jersey City implements an Adopt-A-Lot program (the "Program") that allows for the public to create community gardens on City owned vacant lots; and

WHEREAS, the beautification of vacant lots throughout the City as a result of the Program achieves a positive impact on the general welfare of the public and local economy; and

WHEREAS, the New Jersey Economic Development Corporation (the "EDC") was incorporated in 1980 as a private 501 (c) (3) non-profit corporation with the support of the Jersey City Administration and Municipal Council with a mission to "promote, encourage and assist the industrial, commercial and economic development of the City of Jersey City...creating greater employment opportunities and broadening the base of the tax structure;" and

WHEREAS, the EDC has received, and continues to receive, philanthropic funding to support the Program allowing for the purchase tools, supplies, and equipment for the Community Gardens. and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that:

1. The Mayor or Business Administrator is authorized to execute an agreement with the EDC detailing how the EDC shall reimburse the City for expenses incurred through the Program.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the agreement shall be in substantially the form of the agreement attached hereto.

JMcK
10/8/2015 - Draft 1

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SIGNING OF AN AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE CITYWIDE ADOPT-A-LOT PROGRAM

Department/Division	Health and Human Services	
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Resolution authorizing the signing of an agreement between the Jersey City Economic Development Corporation and the City of Jersey City for the reimbursement of costs incurred by the citywide Adopt-a-Lot program.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/13/15
Date

GIFT AGREEMENT

This Agreement, made this _____ day of _____, 2015 between the CITY OF JERSEY CITY (the “City”), a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION (the “EDC”), a nonprofit corporation with its principal office located at 30 Montgomery Street, Suite 1400, Jersey City, New Jersey 07302.

WHEREAS, the City of Jersey City implements an Adopt-A-Lot program (the “Program”) that allows for the public to create community gardens on City owned vacant lots; and

WHEREAS, the beautification of vacant lots throughout the City as a result of the Program achieves a positive impact on the general welfare of the public and local economy; and

WHEREAS, the New Jersey Economic Development Corporation (the “EDC”) was incorporated in 1980 as a private 501 (c) (3) non-profit corporation with the support of the Jersey City Administration and Municipal Council with a mission to “promote, encourage and assist the industrial, commercial and economic development of the City of Jersey City...creating greater employment opportunities and broadening the base of the tax structure;” and

WHEREAS, the EDC has received, and continues to receive, philanthropic funding to support the Program allowing for the purchase tools, supplies, and equipment for the Community Gardens; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. EDC represents that it has grant funds available in the sum of approximately \$20,000 that shall be used for reimbursing funds spent towards the purchasing of tools, supplies, and equipment for the Community Gardens through the Program.
2. EDC shall reimburse the City using philanthropic dollars in an amount not to exceed \$16,000.00 for the purchasing of tools, supplies, and equipment for the Community Gardens through the Program.
3. The City shall submit to EDC a request for reimbursement showing all costs paid by the City for the Program and shall attach the supporting invoices detailing the City expenditures. EDC shall make full payment to the City for the amounts unpaid

DRAFT 2 – 10/8/2015

and shown on the request for reimbursement within thirty (30) days of receipt of a request for reimbursement.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

CITY OF JERSEY CITY

JERSEY CITY ECONOMIC
DEVELOPMENT CORPORATION

By:

By:

Robert J. Kakolessi,
Business Administrator

Attest:

Attest:

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.748

Agenda No. 10.Z.27

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

WHEREAS, the State of New Jersey, Department of Military and Veterans Affairs ("DMVA") is the owner of the National Guard Armory located at 678 Montgomery Street, Jersey City, New Jersey ("Armory"); and

WHEREAS, the City of Jersey City ("City") desires to use the Armory to provide structured recreational programs and activities for the benefit of the children and adults of Jersey City; and

WHEREAS, the DMVA agrees to permit the City use of the Armory for the period effective as of November 30, 2015 through March 25, 2016 provided the City pays a total user fee of \$96,926.00; and

WHEREAS, for the period of November 30, 2015 through December 31, 2015 the user fee will be approximately \$35,000.00 which is available in account 15-01-201-28-370-314; and

WHEREAS, for the period of January 1, 2016 through March 25, 2016 the user fee will be approximately \$61,926.00 and will be subject to the availability and appropriation of funds in the CY 2015 temporary and permanent budget in account number 16-01-201-28-370-314; and

WHEREAS, the Armory will enable the Department of Recreation to accommodate approximately 500 children per night for various recreational programs; and

WHEREAS, the City desires to execute a Use Agreement with DMVA authorizing the City to use the Armory; and

WHEREAS, the City is authorized to execute a Use Agreement with another public body pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Laws; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

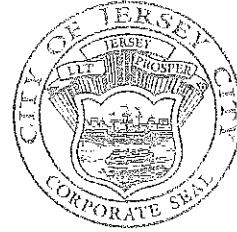
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.748 Pg. #2

Agenda No. 10.Z.27

Approved: OCT 14 2015

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

1. The Mayor or Business Administrator is authorized to execute the Use Agreement, in substantially the form attached, with the State of New Jersey Department of Military and Veterans Affairs;
2. The term of the Use Agreement shall be effective as of November 30, 2015 through March 25, 2016 only. The City shall pay the State of New Jersey Department of Military and Veterans Affairs the approximate total user fee of \$96,926.00; and
3. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the Use Agreement after the expenditure of funds encumbered in the CY 2015 budget shall be subject to the availability and appropriation of sufficient funds in the CY 2016 temporary and permanent fiscal year budgets.

I, Donna Mauer, Donna Mauer, Chief Financial Officer certify that funds in the amount of \$35,000.00 are available in account number 15-01-201-28-370-314.
P.O. # 118673

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

[Signature] Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

Project Manager

Department/Division	DEPARTMENT OF RECREATION	
Name/Title	Rev. Reginald McRae, Acting Director	
Phone/email	201 547 4537	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provided structured recreational programs and activities for the benefit of the children and adults of Jersey City.

Cost (Identify all sources and amounts)

City funds will be used in the amount of \$35,000.00 account # 15-01-201-28-370-314
Remaining funds will be paid in CY 2016

Contract term (include all proposed renewals)

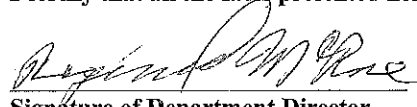
For the period of November 30, 2015 through March 25, 2016

Type of award State Contract

If "Other Exception", enter type N/A

Additional Information

I certify that all the facts presented herein are accurate.

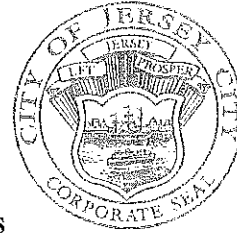

Signature of Department Director

10/13/16
Date

RECEIVED
2015 OCT 13 P 3:42
CITY OF JERSEY
JERSEY CITY, N.J.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.749
Agenda No. 10-Z.28
Approved: OCT 14 2015



TITLE: A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A VOLUNTARY COLLECTION AGREEMENT WITH AIRBNB IN ORDER TO COLLECT A HOTEL OCCUPANCY TAX FROM AIRBNB HOSTS

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, The City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey; and

WHEREAS, Airbnb is a corporation with offices located at 888 Brannan Street, 4th Floor in San Francisco, California 94103; and

WHEREAS, Airbnb provides an Internet-based platform through which a third party desiring to offer an accommodation (a "Host") and a third party desiring to book an accommodation (a "Guest") have the opportunity to communicate, negotiate and consummate a contract for short-term lodging accommodations ("Booking Transaction") pursuant to a direct agreement between the Host and the Guest; and

WHEREAS, there is a multitude of property owners throughout Jersey City who utilize Airbnb's internet platform to rent out their properties to visitors on a short-term basis; and

WHEREAS, § 304-27.3(A) of the Jersey City Municipal Code imposes a tax on operators of hotels including bed & breakfasts, boarding houses, rooming houses and apartments condos or other dwellings made available for short-term rental; and

WHEREAS, because Airbnb's hosts are often not directly regulated by municipalities, the collection of applicable occupancy taxes has proven problematic; and

WHEREAS, Airbnb has agreed to assume the duties of an "operator of a hotel" and, thus, a "person required to collect tax" pursuant to City Code Sec. 304-27.3(A); and

WHEREAS, the City and Airbnb have proposed to enter into this Agreement in order to facilitate the reporting, collection and remittance of applicable hotel occupancy taxes from Hosts and Guests in accordance with this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Business Administrator is authorized to execute the Agreement with Airbnb attached hereto.

2. The Agreement shall be substantially the form attached, subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel or the Business Administrator.

JJH 8/10/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A VOLUNTARY COLLECTION AGREEMENT WITH AIRBNB IN ORDER TO COLLECT A HOTEL OCCUPANCY TAX FROM AIRBNB HOSTS

Initiator

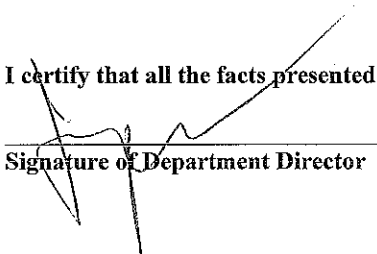
Department/Division	Law Department	Law Department
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The execution of this agreement will enable the City to collect occupancy tax from the operators of short term renters who are registered with Airbnb.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

**VOLUNTARY COLLECTION AGREEMENT
FOR
JERSEY CITY HOTEL OCCUPANCY TAX**

THIS VOLUNTARY COLLECTION AGREEMENT (the “**Agreement**”) is dated _____, 2015 and is between **AIRBNB, INC.**, a Delaware corporation (“**Airbnb**”) and **THE CITY OF JERSEY CITY** (the “**City**”). Each party may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform through which a third party desiring to offer an accommodation (a “**Host**”) and a third party desiring to book an accommodation (a “**Guest**”) have the opportunity to communicate, negotiate and consummate a booking transaction for accommodations (“**Booking Transaction**”) pursuant to a direct agreement between Host and Guest to which Airbnb is not a party (the “**Platform**”);

WHEREAS, Airbnb represents that any agreement regarding a Booking Transaction through use of the Platform is between the Host and Guest only, that Airbnb is not a party to such agreements, that a Host exclusively determines the price to be charged, the dates to book such accommodations, the parties with whom to transact and all other material terms of such agreements, that only the Host and not Airbnb has the right and ability to accept and book an accommodation, and that Airbnb does not own any property and does not have any possessory interest in any real property or accommodations offered by Hosts (including, but not limited to, as an owner, lessee, sublessee, mortgagee in possession, licensee, agent or in any other capacity), and therefore cannot and does not transfer any possessory interest in any property or accommodations to any person;

WHEREAS, Airbnb represents that it provides, through third-party payment processors, a secure payment processing service to permit Hosts to receive payments electronically. When the Host accepts and confirms a Guest's reservation request, Airbnb, acting through third-party payment processors, electronically processes the Guest's payment, which is typically held and released approximately 24 hours after the Guest checks into the Host's property. Airbnb represents that Guests booking accommodations through the Platform pay the Host for such accommodations electronically using the Platform, and such payments are briefly held by Airbnb

typically until twenty-four hours after check-in and then released directly to Hosts (less the applicable service fee);

WHEREAS, Airbnb represents that it is not an owner, proprietor or otherwise “operator” of any “hotel”, “room” or accommodation of any kind, under applicable laws of the City and the State of New Jersey, and the City and Airbnb are entering into this Agreement voluntarily. Airbnb represents it does not “collect occupancy charges”, “charge for the use of occupancy”, or otherwise collect or charge “occupancy fees”, within the meaning of applicable laws of the City and the State of New Jersey. Airbnb represents that it does not rent or have the right to rent rooms, does not book accommodations, does not mark up the prices for accommodations set by Hosts, does not sell or resell accommodations, does not reserve, arrange for, convey or furnish or transfer occupancy of accommodations, does not operate any accommodations, and has not, pursuant to any assignment, contract, agency or otherwise been assigned in whole or part the right to exercise, or exercised any right pursuant to any assignment, contract, agency or otherwise, to operate accommodations, and only provides communications, payment processing and other services through the Platform, receiving only fixed service fees which are a percentage of the price set by Hosts, such service fees collected from the Guest and from the Host, respectively;

WHEREAS, the legal rights, remedies and obligations of Airbnb, Hosts and Guests using the Platform are specified in a document titled “Terms of Service” (the “TOS”) and other policies and procedures available at www.airbnb.com, including, but not limited to, certain TOS provisions to which Hosts and Guests have agreed that when or if Airbnb determines to assist with collection and remittance of occupancy taxes in a given jurisdiction, users grant Airbnb authority to register, report, collect and remit the applicable occupancy taxes pursuant to this Agreement and the TOS;

WHEREAS, the City and Airbnb have determined to enter into this Agreement in order to facilitate the reporting, collection and remittance of applicable occupancy taxes from Hosts and Guests, resulting from Booking Transactions completed by Hosts and Guests on the Platform for occupancy of accommodations located in the City, in accordance with this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) With respect to Booking Transactions between Hosts and Guests completed on the Platform for accommodations for which Jersey City Hotel Occupancy Tax ("**HOT**"), imposed by Chapter 304 Taxation, Article V ("**Article V**") of the Jersey City Code (the "**City Code**") as authorized under Sec. 40:48E-1 et. seq. of the New Jersey Statutes Annotated (the "**State Code**"), is applicable, and during the period in which this Agreement is effective (as defined below), and solely pursuant to the terms and conditions of this Agreement, Airbnb agrees to assume the HOT duties of an "operator of a hotel" and, thus, a "person required to collect tax", as defined in State Code Sec. 54:32B-2(w) and pursuant to City Code Sec. 304-27.3(A).

(B) Airbnb neither agrees to undertake, nor undertakes any obligation to assume the duties of a hotel operator and does not agree to undertake any obligation contractually or otherwise to collect or remit HOT relating to any user's transaction completed, made or facilitated through any means, or method or other platform, other than the Host or Guest's use of the Platform. Any obligation assumed by Airbnb pursuant to this Agreement (during any period in which it is effective) shall be limited to users completing Booking Transactions directly between them through their use of the Platform.

PROSPECTIVE COLLECTION OF HOT

(C) Starting on [DATE] (the "**Effective Date**"), Airbnb agrees to commence collecting and remitting HOT, pursuant to the terms of this Agreement, at the applicable rate, on completed Booking Transactions for occupancy of accommodations located in the City between a Guest and Host who use the Platform. For the avoidance of doubt, this agreement to collect shall not extend to any period or transaction prior to the Effective Date or after the termination of this Agreement or to any user's transaction completed, through any means, method or platform, other than the Platform.

REMITTANCE OF HOT

(D) Airbnb shall reasonably report information on the tax return form prescribed by the City, including all HOT that is subject to the provisions of this Agreement, and it shall remit all HOT collected from Guests in accordance with this Agreement and the TOS and evidenced on

such returns in the time and manner described in the City Code or as agreed between the Parties in writing.

AIRBNB LIABILITY

(E) On a prospective basis upon the Effective Date of this Agreement, and during any period in which this Agreement is in effect, in accordance with the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of HOT, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with law. Nothing contained herein nor any action taken pursuant to this Agreement, including but not limited to the collection or remittance of HOT, shall impair, restrict or prevent Airbnb from asserting that any HOT and/or penalties, interest, fines or other amounts assessed against it were not due, are the subject of a claim for refund under applicable law or enforcing any and all rights accorded to it pursuant to law.

(F) During any period in which this Agreement is in effect, and Airbnb is not in breach of its obligations under this Agreement, then with respect to Booking Transactions covered by this Agreement, the City shall have the discretion to audit Airbnb on the basis of HOT returns and supporting documentation made available by Airbnb to the City and shall not directly or indirectly audit any individual Guest or Host relating to such Booking Transactions unless and until an audit of Airbnb by the City has been exhausted with the matter unresolved.

(G) With respect to any audit of completed Booking Transactions that are subject to this Agreement during any period in which it is effective, the City shall have the discretion to audit Airbnb. An officer or employee of Airbnb shall have the right to be present during any such audit. The Parties agree that the City shall not be entitled to keep possession of any documents containing any personally identifiable information relating to any Host or Guest and/or relating to any Booking Transaction in connection with an audit or otherwise without binding legal process served only after completion of such audit by the City of Airbnb with respect to such Host or Guest. The City shall have the right to audit Airbnb on a bi-annual basis (once every two years) if deemed necessary. The Parties agree that, in the event the City audits Airbnb, Airbnb will choose at its sole discretion to be audited either (i) in person at its headquarters, currently located at 888 Brannan Street, 4th Floor, San Francisco, CA 94103, or (ii) at a location in the State of New Jersey that is mutually agreeable to the City. To the extent Airbnb chooses to be audited in person at its San Francisco headquarters location, Airbnb agrees to pay the

City an audit service charge equal to the actual cost of the audit that shall cap at five-thousand dollars (\$5,000.00) per audit.

(H) The City agrees that pursuant to this Agreement and during the period in which it is effective, Airbnb will register as a “hotel operator” for the reporting, collection and remittance of HOT, in connection with its obligations assumed under Article V of the City Code as set forth in this Agreement. Registration with the City and the issuance of any certificate of authority will be in the name of Airbnb, Inc. at 888 Brannan Street, 4th Floor, San Francisco, CA 94103. Airbnb, Inc. will be the registered taxpayer on behalf of any subsidiary or affiliate of Airbnb, Inc. collecting HOT from Guests.

GUEST AND HOST LIABILITY

(I) During any period in which this Agreement is effective, and solely with respect to a Host’s activity on the Platform, said Host shall not be required to individually register with the City to collect, remit and report HOT, under the City Code, on the condition that Airbnb is in compliance with its obligations under this Agreement and the City Code. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to HOT, including any obligation to register with the City to collect, remit and report HOT for a user’s transactions completed through any means, method, device or platform other than the Platform, or restrict the City from investigating or enforcing any provision of applicable law against such users for any occupancy arranged directly or through a means other than the Platform.

(J) Nothing herein shall relieve any Guest or Host of liability for HOT imposed by the City Code, except as noted in paragraphs (E) (F), (G), (H), (I) and (K) herein, nor limit the City’s authority to hold such Guest or Host responsible for any applicable HOT, penalties and interest for which they may be liable, including, but not limited to, civil and criminal penalties arising from inaccurate, false or misleading representations made to Airbnb or the City by such Guest or Host, whether or not such representations were, in fact, relied upon by Airbnb or the City in complying with its responsibilities under this Agreement.

1. Nothing herein shall relieve any Guest or Host of liability for violating any Federal, State or local law, statute, ordinance, rule or regulation including, but not limited to, those pertaining to noise, parking, building, fire or zoning codes.

WAIVER OF LOOK-BACK

(K) The City expressly agrees to not audit, assess, or demand payment of any alleged past-due HOT or other tax indebtedness, including, but not limited to, fines, penalties, interest or otherwise, from Airbnb, or any Host or Guest, with respect to any Booking Transactions between Hosts and Guests completed on the Platform for any tax period four (4) years prior to or ending on the Effective Date. For the avoidance of doubt, the terms of this Agreement under which Airbnb assumes the obligations of an operator, including registration and the collection and remittance of HOT, shall be prospective only as of the Effective Date and the City expressly waives and relinquishes any right to demand and/or collect HOT, penalties, fines, interest or other payments relating to HOT on applicable Booking Transactions completed on the Platform from Hosts, Guests, or Airbnb for four (4) years prior to the Effective Date. Nothing contained in this Agreement shall impair or prevent the City from collecting alleged indebtedness related to HOT for transactions completed through any means, method, device or platform other than the Platform.

NOTIFICATION TO GUESTS AND HOSTS

(L) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that it shall notify all Guests and Hosts booking accommodations in the City through the Platform of the following:

- (1) the amount of HOT collected and remitted on each Booking Transaction;
- (2) the provisions of this Agreement (including specific notification of the provisions of paragraphs (I), (J) and (K) herein); and
- (3) the Hosts' responsibility to maintain proper books and records.

PROSPECTIVE TAX TREATMENT

(M) Collection and remittance of HOT under this Agreement shall begin on the Effective Date.

LIMITATION OF APPLICATION

(N) This Agreement is solely for the purpose of facilitating the administration and collection of the HOT with respect to Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution and implementation of this Agreement by the Parties, including but not limited to, the collection and/or remittance of HOT, shall not be

considered an admission or evidence of any issue of law or fact arising under the City Code, State Code or any other provisions of the laws of the United States of America, the State of New Jersey, or the City of Jersey City. By entering into or acting pursuant to the terms of this Agreement, including but not limited to collecting and/or remitting HOT, Airbnb does not waive, and expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions to, without limitation, (i) contest the validity of any construction of the City Code or State Code that extends beyond the express terms of the ordinance or statute; (ii) contest that Airbnb is an “operator of a hotel” or “person required to collect tax” as used or defined in State Code Sec. 54:32B-2(w); (iii) contest that Airbnb is an operator, seller or vendor for any other purpose under any other provision of state, local and/or federal law; (iv) contest that Airbnb is “collecting the occupancy charge”, “charges for the use of occupancy”, receives, collects or otherwise comes into possession of taxable “occupancy fees” as those terms are used in State Code Sec. 40:48E-4.a and/or Article V of the City Code; or (v) contest that any third party occupies a taxable “hotel” or “room” as defined in Article V of the Code and/or State Code Sec. 54:32B-2(j) and (n).

MODIFICATIONS

(O) No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

DURATION/TERMINATION

(P) This Agreement shall apply to Booking Transactions made on or after the Effective Date and shall remain in effect unless terminated in accordance with paragraph (Q) below.

(Q) This Agreement may be terminated by Airbnb or the City for convenience, provided that proper notice is given. Proper notice for the purposes of this paragraph means at least 90 days’ written notification to the other party by certified or registered mail and, in the case where Airbnb is the party seeking to terminate the Agreement, at least 30 days e-mail notification to each Host offering accommodations in the City through Airbnb’s Platform that Airbnb will no longer be collecting and remitting HOT for Booking Transactions subject to this Agreement. Any termination under this paragraph shall not affect the duty of Airbnb to remit to the City any

HOT collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the City as of the date of termination.

MISCELLANEOUS

(R) CHOICE OF LAW AND VENUE. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of New Jersey without regard to its conflict of law principles. Any claim, cause of action or other proceeding arising out of relating to this Agreement or any extra-contractual facts prior to, during or subsequent to this Agreement shall exclusively brought in the courts of New Jersey or the United States District Court for the District of New Jersey.

(S) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(T) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures.

(U) CONFIDENTIALITY. The City agrees that, to the maximum extent permitted by law, any information of a private or proprietary nature, including any industrial trade secrets or copyrighted software and source code, submitted to the City by Airbnb that relates to Airbnb or any Host or Guest, shall remain strictly confidential. The City is subject to the Open Public Records Act, N.J.S.A. 47:1A-1 et. seq. which contains a variety of exceptions for what documents are considered public. The City shall make reasonable efforts to inform Airbnb of any requests made pursuant to the Open Public Records Act that seek documents which may be of a confidential or proprietary nature.

(V) RELATIONSHIP OF THE PARTIES. The Parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture,

agency, fiduciary, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(W) WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(X) FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

(Y) ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

(Z) MISCELLANEOUS. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

NOTICES

(AA) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:
Airbnb, Inc.
Attn: Deputy General Counsel
888 Brannan Street, 4th Floor
San Francisco, CA 94103
Email: legal@airbnb.com

With copy to:
Airbnb, Inc.
Attn: Global Head of Tax Department
888 Brannan Street, 4th Floor
San Francisco, CA 94103
Email: tax@airbnb.com

To the City:

City of Jersey City
Office of the Business Administrator
Attn:

City Hall
280 Grove Street
Jersey City, NJ 07302
Fax: _____
Email: _____

(Signatures follow on next page)

IN WITNESS WHEREOF, Airbnb and the City have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

By: _____

Signature of Taxpayer or
Authorized Representative

Beth Adair, Director of Global Tax

Print Name and Title of Taxpayer or
Authorized Representative

CITY OF JERSEY CITY

Robert J. Kakolessi
Business Administrator